

EXHIBIT C

COMMUNITY COUNSELING AND MEDIATION 30b6
C.C.M.S. V. OXFORD REALTY & HOLDINGS

December 08, 2022

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<p>1 2 UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK 3 -----x C.C.M.S. d/b/a COMMUNITY COUNSELING AND 4 MEDIATION SERVICES, 5 6 Plaintiff, 7 8 -against- 9 10 Case No: 1:20-cv-03429 (NRB) 11 12 OXFORD REALTY & HOLDINGS LLC, WEST 27TH STREET REALTY, INC., MARC PATURET, JOSEPH GRILL, MAXIME 13 TOUTON, F. MICHAEL CONTE, NIGEL SHAMASH, and other similarly situated BOARD MEMBERS OF WEST 14 27TH STREET REALTY, INC. 15 Defendants. 16 -----x 17 EXAMINATION BEFORE TRIAL of the 18 Plaintiff, C.C.M.S. d/b/a COMMUNITY COUNSELING AND 19 MEDIATION SERVICES, by EMORY BROOKS, taken by the 20 Defendants, pursuant to Notice, held at the offices 21 of Abrams Garfinkel Margolis Bergson, LLP, 1430 22 Broadway, 17th Floor, New York, New York 10018, on 23 December 8, 2022, at 10:20 a.m., before a Notary 24 Public of the State of New York. 25 ***** ESQUIRE DEPOSITION SOLUTIONS, LLC.</p>	<p>1 2 S T I P U L A T I O N S : 3 IT IS STIPULATED AND AGREED by and between the attorneys for the respective parties herein, and in 4 compliance with Rule 221 of the Uniform Rules for the Trial Courts: 5 THAT the parties recognize the provision of Rule 3115 subdivisions (b), (c) and/or (d). All 6 objections made at a deposition shall be noted by the officer before whom the deposition is taken, 7 and the answer shall be given and the deposition shall proceed subject to the objections and to the 8 right of a person to apply for appropriate relief pursuant to Article 31 of the C.P.L.R.; 9 10 THAT every objection raised during a deposition shall be stated succinctly and framed so as not to suggest an answer to the deponent and, at the 11 request of the questioning attorney, shall include a clear statement as to any defect in form or other 12 basis of error or irregularity. Except to the extent permitted by CPLR Rule 3115 or by this rule, 13 during the course of the examination persons in attendance shall not make statements or comments 14 that interfere with the questioning. 15 THAT a deponent shall answer all questions at a deposition, except (i) to preserve a privilege or 16 right of confidentiality, (ii) to enforce a limitation set forth in an order of a court, or 17 (iii) when the question is plainly improper and would, if answered, cause significant prejudice to 18 any person. An attorney shall not direct a deponent not to answer except as provided in CPLR Rule 3115 19 or this subdivision. Any refusal to answer or direction not to answer shall be accompanied by a 20 succinct and clear statement on the basis thereof. If the deponent does not answer a 21 question, the examining party shall have the right to complete the remainder of the deposition. 22 23 THAT an attorney shall not interrupt the deposition for the purpose of communicating with the deponent 24 unless all parties consent or the communication is made for the purpose of determining whether the question should not be answered on the grounds set 25 forth in Section 221.2 of these rules, and, in such event, the reason for the communication shall be</p>
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<p>1 2 A P P E A R A N C E S : 3 BAKER & HOSTETTLER, LLP Attorneys for Plaintiff 4 45 Rockefeller Plaza New York, New York 10111 5 (212)589-4200 6 BY: TARA E. TURNER, ESQ. Tturner@bakerlaw.com 7 8 9 ABRAMS GARFINKEL MARGOLIS BERGSON, LLP Attorneys for Defendants 10 1430 Broadway, 17th Floor New York, New York 10018 11 (212)201-1174 12 BY: BARRY G. MARGOLIS, ESQ. Bmargolis@agmbllaw.com 13 14 15 BARCLAY DAMON, LLP Attorneys for Defendant 16 MARC PATURET 1270 Avenue of the Americas, Suite 501 17 New York, New York 10020 (212)784-5811 18 19 BY: MICHAEL J. CASE, ESQ. Mcase@barclaydamon.com 20 21 22 23 24 25</p>	<p>1 2 stated for the record succinctly and clearly. 3 THAT the failure to object to any question or to move to strike any testimony at this examination 4 shall not be a bar or waiver to make such objection or motion at the time of the trial of this action, 5 and is hereby reserved; and 6 THAT this examination may be signed and sworn to by the witness examined herein before any Notary 7 Public, but the failure to do so or to return the original of the examination to the attorney on 8 whose behalf the examination is taken, shall not be deemed a waiver of the rights provided by Rule 3116 9 and 3117 of the C.P.L.R., and shall be controlled thereby; and 10 11 THAT the certification and filing of the original of this examination are hereby waived. 12 13 14 15 16 17 18 19 20 21 22 23 24 25</p>

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<p style="text-align: right;">Page 5</p> <p>1</p> <p>2 E M O R Y B R O O K S, the witness herein,</p> <p>3 having been first duly sworn by a Notary Public of</p> <p>4 the State of New York, was examined and testified</p> <p>5 as follows:</p> <p>6 EXAMINATION BY</p> <p>7 MR. MARGOLIS:</p> <p>8 Q. State your name for the record, please.</p> <p>9 A. Emory Brooks.</p> <p>10 Q. State your address for the record, please.</p> <p>11 A. 4 West 16th Street, Apartment 7B, New York,</p> <p>12 New York 10011.</p> <p>13 Q. Good morning, Mr. Brooks. My name is Barry</p> <p>14 Margolis. I'm with the law firm of Abrams</p> <p>15 Garfinkel Margolis Bergson. This is where you are</p> <p>16 today, and we are the attorneys for West 27th</p> <p>17 Street Realty, Inc., Joseph Grill, Maxime Touton,</p> <p>18 F. Michael Conte in this proceeding. Okay?</p> <p>19 Sitting next to me is Michael Case; he's the</p> <p>20 attorney for Mr. Marc Paturet. Okay?</p> <p>21 A. Okay.</p> <p>22 Q. Have you ever been deposed before?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And so in connection with the</p> <p>25 deposition, you understand that you are testifying</p>	<p style="text-align: right;">Page 7</p> <p>1 E. Brooks</p> <p>2 A. Yes.</p> <p>3 Q. Okay. Just some housekeeping between us as</p> <p>4 far as the deposition is concerned. It's very</p> <p>5 important that you let me finish the question</p> <p>6 before you answer because if we're talking at the</p> <p>7 same time, the reporter cannot record both of us.</p> <p>8 A. Right.</p> <p>9 Q. So I would appreciate it if you just wait</p> <p>10 until I finish, and then you can give your answer</p> <p>11 and then we can keep moving. And we'll try to</p> <p>12 develop a little bit of rhythm so we can figure it</p> <p>13 out. But again, it's very important to keep the</p> <p>14 record clear, that we not talk at the same time.</p> <p>15 Okay?</p> <p>16 A. I understand. Yes.</p> <p>17 Q. Thank you. And that lawsuit, approximately</p> <p>18 when was that lawsuit with your company?</p> <p>19 A. Okay. It was in '06.</p> <p>20 Q. And did it resolve?</p> <p>21 A. Yes.</p> <p>22 Q. Was it resolved through a trial or through</p> <p>23 a settlement?</p> <p>24 A. It was a trial.</p> <p>25 Q. Was the outcome in favor of the plaintiff</p>
<p style="text-align: right;">Page 6</p> <p>1 E. Brooks</p> <p>2 under oath, correct?</p> <p>3 A. Yes, I do.</p> <p>4 Q. Okay. And you understand that you need to</p> <p>5 tell the truth in these proceedings, correct?</p> <p>6 A. Yes, I do.</p> <p>7 Q. And with respect to this other deposition</p> <p>8 that you identified as having participated</p> <p>9 previously in, were you a party to that litigation?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Were you the plaintiff or the</p> <p>12 defendant?</p> <p>13 A. Defendant.</p> <p>14 Q. Okay. And what was the nature of that</p> <p>15 lawsuit?</p> <p>16 A. It was the accounting firm that was suing</p> <p>17 us for nonpayment and he hadn't produced the body</p> <p>18 of work that we had agreed to.</p> <p>19 Q. And when you said he was suing us, who is</p> <p>20 the us that you are --</p> <p>21 A. C.C.M., the agency that I represent now.</p> <p>22 Q. Okay. And when you say the agency C.C.M.,</p> <p>23 is that the plaintiff in this lawsuit --</p> <p>24 A. Yes.</p> <p>25 Q. -- C.C.M.S.?</p>	<p style="text-align: right;">Page 8</p> <p>1 E. Brooks</p> <p>2 or the defendant?</p> <p>3 A. Both. The out -- the outcome -- the</p> <p>4 judge -- they ruled that we didn't have to pay the</p> <p>5 accounting firm until they had completed the work.</p> <p>6 They then completed the work, and we paid them and</p> <p>7 that was the agreement.</p> <p>8 Q. Understood. And where was, if you recall,</p> <p>9 that litigation pending?</p> <p>10 A. Where.</p> <p>11 Q. Where?</p> <p>12 A. It's in Manhattan.</p> <p>13 Q. Do you know if it was in state court or a</p> <p>14 federal court?</p> <p>15 A. I don't remember.</p> <p>16 Q. Do you remember the name of the judge?</p> <p>17 A. No.</p> <p>18 Q. Did you testify at the trial of that</p> <p>19 lawsuit?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Were you represented by counsel in</p> <p>22 connection with that lawsuit?</p> <p>23 A. Yes.</p> <p>24 Q. Who was the lawyers that represented you?</p> <p>25 A. Tristan Loanzon.</p>

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<p style="text-align: right;">Page 9</p> <p>1 E. Brooks</p> <p>2 Q. And he was the attorney that previously</p> <p>3 represented you in this lawsuit, correct?</p> <p>4 A. Yes.</p> <p>5 Q. In connection with today's deposition, I'm</p> <p>6 going to be asking you a series of questions. If</p> <p>7 you don't understand something that I'm asking you,</p> <p>8 I'm going to ask for you to tell me that so I can</p> <p>9 better rephrase the question for you. Do you</p> <p>10 understand?</p> <p>11 A. Yes.</p> <p>12 Q. Do you understand that if you answer the</p> <p>13 question, it will be presumed that you understood</p> <p>14 what I was asking you unless you tell me otherwise?</p> <p>15 A. Yes.</p> <p>16 Q. If you need to take a break, please let me</p> <p>17 know that you need to take a break. Of course,</p> <p>18 everybody gets breaks for whatever reason they</p> <p>19 might need. The only caveat to that is that if</p> <p>20 there's a question pending at the time that you</p> <p>21 need the break, you need to provide your answer,</p> <p>22 and then we can take the break. Do you understand?</p> <p>23 A. I understand.</p> <p>24 Q. Thank you. Please try to keep in mind that</p> <p>25 in addition to us not talking over each other, that</p>	<p style="text-align: right;">Page 11</p> <p>1 E. Brooks</p> <p>2 A. No.</p> <p>3 Q. Have you ingested any drugs or alcohol in</p> <p>4 the last 24 hours that would affect your ability to</p> <p>5 testify here in any way today?</p> <p>6 A. No.</p> <p>7 Q. Did you prepare for today's deposition?</p> <p>8 A. No.</p> <p>9 Q. Did you speak to anybody in advance of</p> <p>10 today's deposition?</p> <p>11 A. Other than -- my attorney.</p> <p>12 Q. So you spoke to your attorney?</p> <p>13 A. The attorney.</p> <p>14 Q. Okay. For how long did you meet with your</p> <p>15 attorney?</p> <p>16 A. For about five minutes.</p> <p>17 Q. Okay. Did you review any documents in</p> <p>18 preparation for today?</p> <p>19 A. Did I review any documents in preparation</p> <p>20 for today, no.</p> <p>21 Q. Other than your discussion with your</p> <p>22 attorney, did you discuss your attending today's</p> <p>23 deposition with anybody else?</p> <p>24 A. No.</p> <p>25 Q. Other than the law --</p>
<p style="text-align: right;">Page 10</p> <p>1 E. Brooks</p> <p>2 you need to answer all of the questions verbally.</p> <p>3 So if you -- shaking your head or saying things</p> <p>4 like mm-hmm, those can't be recorded by the</p> <p>5 reporter on the record. So do you understand that</p> <p>6 instruction?</p> <p>7 A. Yes.</p> <p>8 Q. What is your date of birth?</p> <p>9 A. 9/26/1932.</p> <p>10 Q. Have you ever been convicted of a crime?</p> <p>11 A. No.</p> <p>12 Q. Do you have any problems reading, writing,</p> <p>13 speaking, or understanding English?</p> <p>14 A. No.</p> <p>15 Q. Have you ever been, or you are now taking</p> <p>16 any kind of medication that might impact your</p> <p>17 ability to remember any type of events?</p> <p>18 A. No.</p> <p>19 Q. Have you ever or are you now taking any</p> <p>20 type of medication that would affect your ability</p> <p>21 to understand and answer any questions?</p> <p>22 A. No.</p> <p>23 Q. Are you taking any medication now or at any</p> <p>24 time that might affect your ability to tell the</p> <p>25 truth?</p>	<p style="text-align: right;">Page 12</p> <p>1 E. Brooks</p> <p>2 A. Can I correct something?</p> <p>3 Q. Of course.</p> <p>4 A. I informed my office that I was coming for</p> <p>5 a deposition on this case.</p> <p>6 Q. Okay. In terms of just where you would be?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. But in terms of discussing with your</p> <p>9 office anything about today's deposition, did you</p> <p>10 discuss that with anybody else?</p> <p>11 A. No.</p> <p>12 Q. Okay. When was the last time you spoke</p> <p>13 with Robert King?</p> <p>14 A. Yesterday.</p> <p>15 Q. Okay. And what did you speak to Mr. King</p> <p>16 about?</p> <p>17 A. Let me see if I can remember.</p> <p>18 I had called him and asked him if he had</p> <p>19 had any communication with Marc Paturet, president</p> <p>20 of the board, and he said no. Eighty percent of</p> <p>21 his communications -- I'm sorry. I'm answering</p> <p>22 more than what you asked me.</p> <p>23 Q. But that's okay. You can answer.</p> <p>24 A. Eighty percent of his communications were</p> <p>25 with Nigel Shamash and Saul.</p>

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<p style="text-align: right;">Page 13</p> <p>1 E. Brooks</p> <p>2 Q. Just so we can make sure we have the</p> <p>3 correct names on the record --</p> <p>4 A. Yes.</p> <p>5 Q. -- when you said you called or you spoke</p> <p>6 with Robert King about Marc, was that Marc Paturet?</p> <p>7 A. Paturet.</p> <p>8 Q. Okay. And that's Mr. Case's client,</p> <p>9 correct?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. And then when you mentioned that</p> <p>12 Robert said he spoke mostly with Nigel and with</p> <p>13 Saul, are you referring to Nigel Shamash?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. And Saul Tawil, T-A-W-I-L?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. Why did you call Robert King to ask</p> <p>18 him about Marc Paturet?</p> <p>19 A. I wanted to know the answer to that.</p> <p>20 Q. But why was that important to you yesterday</p> <p>21 to call him to ask him that?</p> <p>22 A. Well, I hadn't spoken to him in a few</p> <p>23 weeks, and I wanted to see if he was available to</p> <p>24 answer that. And I had been -- I was aware that</p> <p>25 the attorney would be here and would be asking me</p>	<p style="text-align: right;">Page 15</p> <p>1 E. Brooks</p> <p>2 A. I've never spoken to him other than at the</p> <p>3 meeting.</p> <p>4 Q. When you say at the meeting --</p> <p>5 A. At the board meeting on January 14th.</p> <p>6 Q. Okay. So other than that, you had -- since</p> <p>7 have not spoke with him?</p> <p>8 A. Right.</p> <p>9 Q. Okay. Had you spoken with him before?</p> <p>10 A. No.</p> <p>11 Q. Had you emailed with him before?</p> <p>12 A. I think so.</p> <p>13 Q. Okay. What about Saul Tawil, have you</p> <p>14 communicated with him since -- at any point in</p> <p>15 time?</p> <p>16 A. Only emails.</p> <p>17 Q. How about any members of the board of</p> <p>18 directors of the West 27th Street entity, have you</p> <p>19 spoken with any of them since the meeting?</p> <p>20 A. No.</p> <p>21 Q. And when I say the meeting, we're talking</p> <p>22 about the January 14, 2020, meeting, correct?</p> <p>23 A. Right. The answer is no.</p> <p>24 Q. Thank you.</p> <p>25 A. Mm-hmm.</p>
<p style="text-align: right;">Page 14</p> <p>1 E. Brooks</p> <p>2 questions. And I was preparing.</p> <p>3 Q. What else did you discuss with Robert King?</p> <p>4 A. Nothing about this case.</p> <p>5 Q. Okay. Do you have other dealings with</p> <p>6 Mr. King?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. And what other dealings do you have</p> <p>9 with Mr. King?</p> <p>10 A. Well, he's a broker in Manhattan, been</p> <p>11 there 30 years. And he has located other spaces</p> <p>12 for us, looked for other spaces for us, and looked</p> <p>13 for spaces for other agencies that are connected</p> <p>14 with us.</p> <p>15 Q. And again, when you say us, do you mean --</p> <p>16 A. I'm sorry. C.C.M.S.</p> <p>17 Q. C.C.M.S., the plaintiff in this lawsuit?</p> <p>18 A. Plaintiff.</p> <p>19 Q. Okay. Again, let's try not to talk over</p> <p>20 each other because we're talking at the same time.</p> <p>21 Okay? So just try to be mindful of that.</p> <p>22 A. Sorry.</p> <p>23 Q. I know it's not easy.</p> <p>24 When was the last time you spoke to Nigel</p> <p>25 Shamash?</p>	<p style="text-align: right;">Page 16</p> <p>1 E. Brooks</p> <p>2 Q. Other than Ms. Turner, who's sitting next</p> <p>3 to you, are there any other attorneys that you are</p> <p>4 consulting with in connection with this manner?</p> <p>5 A. John Siegal at the same firm.</p> <p>6 Q. Okay. He works with Ms. Turner?</p> <p>7 A. He's a supervisor.</p> <p>8 Q. He's a supervisor.</p> <p>9 Other than Mr. Siegal, are you working with</p> <p>10 any other attorneys in connection with this matter?</p> <p>11 A. No.</p> <p>12 Q. When was the last time that you spoke to</p> <p>13 Mr. Siegal about this matter?</p> <p>14 A. Yesterday.</p> <p>15 Q. Okay. And did you meet with Mr. Siegal?</p> <p>16 A. It was a telephone -- it was a Zoom</p> <p>17 meeting.</p> <p>18 Q. Zoom meeting. And how long did you spend</p> <p>19 on the Zoom meeting with Mr. Siegal?</p> <p>20 A. About a half hour.</p> <p>21 Q. Did you review any documents in connection</p> <p>22 with that meeting?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. What documents did you review?</p> <p>25 A. The minutes of the board meeting of January</p>

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<p style="text-align: right;">Page 17</p> <p>1 E. Brooks</p> <p>2 14th. The -- that was the document, one other</p> <p>3 document. I had asked him --</p> <p>4 Q. I'm not going to ask you not to tell me --</p> <p>5 MR. MARGOLIS: Thank, you Tara.</p> <p>6 Q. Your attorney was just about to object. So</p> <p>7 anything that you discussed with Mr. Siegal or that</p> <p>8 he said to you or you said to him, that's</p> <p>9 privileged. So that's a confidential communication</p> <p>10 between you and your attorney. So I'm not asking</p> <p>11 you to disclose anything like that --</p> <p>12 A. Okay.</p> <p>13 Q. Okay?</p> <p>14 A. All right.</p> <p>15 Q. So my question to you before was about just</p> <p>16 the documents that you might have reviewed in</p> <p>17 connection with that call. That's it.</p> <p>18 So you started to tell me you reviewed the</p> <p>19 minutes. And is there anything document-wise that</p> <p>20 you can identify?</p> <p>21 A. Yes, the email -- an email from the</p> <p>22 attorney for Nigel Shamash. That's Eton Harris.</p> <p>23 The email that was sent indicating the basis for</p> <p>24 the decision to reject us. I -- that was the</p> <p>25 document. I'll wait for you to ask me anything</p>	<p style="text-align: right;">Page 19</p> <p>1 E. Brooks</p> <p>2 Q. Okay. What documents did you review?</p> <p>3 A. The minutes of the meeting of January 14th,</p> <p>4 the communication between another law firm,</p> <p>5 Manatt -- okay, and it's Shamat [sic] or Harris,</p> <p>6 around his email. We reviewed that document.</p> <p>7 Q. Okay. Before we continue about more</p> <p>8 documents from your meeting with Ms. Turner, you</p> <p>9 mentioned the Manatt law firm?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. That's Manatt Phelps?</p> <p>12 A. Yes.</p> <p>13 Q. And what is the relationship between you</p> <p>14 and that law firm?</p> <p>15 A. We've been clients of the law firm for</p> <p>16 about 20 years.</p> <p>17 Q. Okay. And how are they in any way, if at</p> <p>18 all, related to this dispute?</p> <p>19 A. They were consulted at following our --</p> <p>20 being notified that C.C.M.S. was rejected by the</p> <p>21 board because the board thought that we were</p> <p>22 providing drug treatment and we consulted Manatt.</p> <p>23 And they represented us in communicating to the</p> <p>24 board, okay, evidence that we were not providing</p> <p>25 drug treatment. And we had evidence, we could</p>
<p style="text-align: right;">Page 18</p> <p>1 E. Brooks</p> <p>2 else.</p> <p>3 Q. Thank you. Any other documents?</p> <p>4 A. No.</p> <p>5 Q. Have you ever met Mr. Siegal before to</p> <p>6 discuss this case?</p> <p>7 A. No.</p> <p>8 Q. Had you ever met with Ms. Turner before the</p> <p>9 five-minute call that you had with her yesterday?</p> <p>10 A. Yes.</p> <p>11 Q. How many times have you met with Ms. Turner</p> <p>12 to discuss this case?</p> <p>13 A. Two times.</p> <p>14 Q. Prior to yesterday's call, when was the</p> <p>15 last time you met with Ms. Turner?</p> <p>16 A. Prior to yesterday, I met with her on</p> <p>17 Monday, this past Monday.</p> <p>18 Q. Okay. And how long did you meet with her</p> <p>19 this past Monday?</p> <p>20 A. About four hours.</p> <p>21 Q. And where did you meet with her?</p> <p>22 A. In her office.</p> <p>23 Q. Okay. And in connection with that meeting,</p> <p>24 did you review any documents?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 20</p> <p>1 E. Brooks</p> <p>2 bring the state in to confirm that. So that being</p> <p>3 the fact, and since that was the basis that you</p> <p>4 rejected us, their letter asked to reconsider and</p> <p>5 to please lease the space to us.</p> <p>6 Q. Okay. You said that that was the basis</p> <p>7 that you rejected us. Okay?</p> <p>8 MS. TURNER: Objection.</p> <p>9 Q. You can answer the question. I didn't ask</p> <p>10 the question yet.</p> <p>11 In your testimony just now you used the</p> <p>12 word "you" rejected us. Who were you referring to?</p> <p>13 A. The board.</p> <p>14 Q. Okay. And when you say that was the basis</p> <p>15 that the board rejected "us" meaning, I guess,</p> <p>16 C.C.M.S.?</p> <p>17 A. Yes.</p> <p>18 Q. Who communicated that to you?</p> <p>19 A. The broker. The broker communicated that</p> <p>20 to us, and the email that was sent to yet another</p> <p>21 attorney, Diana Lee, okay, informing her -- she's</p> <p>22 the attorney that handled the lease negotiation for</p> <p>23 C.C.M.S. and the entity we're talking about. So</p> <p>24 that was -- that was it.</p> <p>25 Q. Did you ever receive any direct</p>

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<p style="text-align: right;">Page 21</p> <p>1 E. Brooks</p> <p>2 communication from the board articulating the</p> <p>3 reason why C.C.M.S. was rejected?</p> <p>4 A. No.</p> <p>5 Q. Did you ever speak to anybody from the</p> <p>6 board to inquire as to whether and why it was that</p> <p>7 C.C.M.S.'s lease or sublease was rejected?</p> <p>8 A. No.</p> <p>9 Q. Did you partic -- were you present when any</p> <p>10 of the board members were discussing whether to</p> <p>11 approve or reject the C.C.M.S. sublease?</p> <p>12 A. Towards the end of the meeting with our</p> <p>13 participant, they started discussing the lease to</p> <p>14 us and their concern whether or not the -- this was</p> <p>15 the owner -- the shareholder that owned the co-op</p> <p>16 for a model agency that was concerned with whether</p> <p>17 or not their staff might be safe with our being in</p> <p>18 the building.</p> <p>19 Q. So just to unpack that, you recall at the</p> <p>20 end of the meeting the shareholder that owned the</p> <p>21 space that was a modeling agency communicating some</p> <p>22 concern about the safety of their employees?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. Other than that, were you present at</p> <p>25 all while the board members were discussing amongst</p>	<p style="text-align: right;">Page 23</p> <p>1 E. Brooks</p> <p>2 A. Because that person spoke out at the</p> <p>3 meeting, and that person described his</p> <p>4 organization, okay, and who -- that he had young,</p> <p>5 attractive models working there and he was</p> <p>6 concerned. So that's why I mentioned it --</p> <p>7 Q. Okay. So just to be clear, so your</p> <p>8 testimony is that Mr. Touton is the person -- the</p> <p>9 shareholder that owns the modeling agency who</p> <p>10 expressed the things you testified to before?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Could you describe Mr. Touton?</p> <p>13 A. No.</p> <p>14 Q. In any way? Do you recall him -- as you</p> <p>15 sit here today, do you recall him in any way?</p> <p>16 A. I recall -- couple of -- he was sitting a</p> <p>17 couple of seats from me. I recall just meeting</p> <p>18 with him then, but I couldn't -- I probably</p> <p>19 couldn't identify him if I was to walk out in the</p> <p>20 hallway and he was out there.</p> <p>21 Q. Okay. What about Mr. Conte?</p> <p>22 A. The same.</p> <p>23 Q. Do you know what Mr. Conte's business is</p> <p>24 that he runs from the West 27th Street location?</p> <p>25 A. I thought it was insurance or something</p>
<p style="text-align: right;">Page 22</p> <p>1 E. Brooks</p> <p>2 themselves whether to approve or reject the</p> <p>3 sublease?</p> <p>4 A. No.</p> <p>5 Can I --</p> <p>6 Q. Sure. Go ahead.</p> <p>7 A. (Unintelligible.)</p> <p>8 In addition to Touton, the owner of the</p> <p>9 modeling agency, Mr. Conte, okay, had also in</p> <p>10 relating the incident in Upstate New York where a</p> <p>11 black man had attacked a synagogue, okay. So he</p> <p>12 presented that as a concern, and I was there. So</p> <p>13 those two are the two things.</p> <p>14 Q. Those are two examples of things that you</p> <p>15 heard expressed by people at the meeting?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. When you say Touton or Touton, who</p> <p>18 do you mean by that?</p> <p>19 A. Can I -- I'm told not to have any records</p> <p>20 here. The listing of the board members.</p> <p>21 Q. Okay.</p> <p>22 A. Or --</p> <p>23 Q. Okay. I'll show you something at some</p> <p>24 point. But what I'm asking you is why did you</p> <p>25 mention that person's name?</p>	<p style="text-align: right;">Page 24</p> <p>1 E. Brooks</p> <p>2 like that. He's on the sixth floor. But I'm not</p> <p>3 for sure.</p> <p>4 Q. Okay.</p> <p>5 A. He chaired the meeting.</p> <p>6 Q. He chaired the meeting. Okay. Do you know</p> <p>7 what his position is on the board?</p> <p>8 A. No.</p> <p>9 Q. Okay. I'm going to come back to the board</p> <p>10 meeting in a little bit. We'll talk about that in</p> <p>11 some greater detail. But I want to go back to</p> <p>12 the -- your testimony earlier about the lawsuit</p> <p>13 with the accounting firm. Is that the only lawsuit</p> <p>14 that you have otherwise been involved in?</p> <p>15 A. Where I testified and had a deposition.</p> <p>16 There were others.</p> <p>17 Q. Okay. Other than where you testified and</p> <p>18 there being a deposition, have you ever been a</p> <p>19 party to any lawsuit?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. How many?</p> <p>22 A. About 12.</p> <p>23 Q. Twelve?</p> <p>24 A. About 12.</p> <p>25 Q. Okay. So do you recall all 12?</p>

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<p style="text-align: right;">Page 25</p> <p>1 E. Brooks</p> <p>2 A. No.</p> <p>3 Q. Okay. In connection with the 12 lawsuits,</p> <p>4 were you the plaintiff or the defendant, if you</p> <p>5 know?</p> <p>6 A. Defendant.</p> <p>7 Q. In all 12?</p> <p>8 A. I don't remember.</p> <p>9 Q. Okay. Do you remember any of the lawsuits</p> <p>10 in which you were a plaintiff?</p> <p>11 A. I don't remember the details.</p> <p>12 Q. Do you recall if there were any lawsuits in</p> <p>13 which you were a plaintiff as a person?</p> <p>14 A. As a person? Not the agency?</p> <p>15 Q. Not the agency.</p> <p>16 A. Oh, no. There were no lawsuits where I was</p> <p>17 a plaintiff.</p> <p>18 Q. Okay. What about as a defendant?</p> <p>19 A. No.</p> <p>20 Q. Okay. With respect to C.C.M.S. --</p> <p>21 A. Wait. Can I correct that now?</p> <p>22 Q. Sure.</p> <p>23 A. In the lawsuits for another entity as a</p> <p>24 plaintiff, they listed the agency C.C.M.S. but also</p> <p>25 they list me as a president, so -- maybe you're</p>	<p style="text-align: right;">Page 27</p> <p>1 E. Brooks</p> <p>2 Q. Okay. So after you graduated from Columbia</p> <p>3 with a master's degree, you were not a licensed</p> <p>4 clinical social worker, correct?</p> <p>5 A. Correct.</p> <p>6 Q. What vocation or career did you pursue at</p> <p>7 that point?</p> <p>8 A. I pursued social work.</p> <p>9 Q. And did you work as a social worker?</p> <p>10 A. Yes.</p> <p>11 Q. But you worked as a social worker as a</p> <p>12 nonclinical licensed social worker, correct?</p> <p>13 A. I was not a therapist when I graduated.</p> <p>14 Q. Okay. Is a licensed clinical social worker</p> <p>15 also known as a therapist?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. And when you're a social worker and</p> <p>18 not a therapist, what is the job that a social</p> <p>19 worker does if they're not a therapist?</p> <p>20 A. Well, take my job. When I graduated from</p> <p>21 Columbia, I worked at Manhattan General Hospital</p> <p>22 drug treatment program. I was the administrator</p> <p>23 and director of social services. So the role that</p> <p>24 a non-therapist provides can be providing social</p> <p>25 services to individuals and to families and</p>
<p style="text-align: right;">Page 26</p> <p>1 E. Brooks</p> <p>2 not -- I don't want to be inaccurate in terms of</p> <p>3 saying no because we're listed as well.</p> <p>4 Q. Okay. Just to make sure I'm understanding</p> <p>5 what you're saying, in a lawsuit where C.C.M.S. was</p> <p>6 listed as a defendant, you were also listed, your</p> <p>7 name individually, as the president --</p> <p>8 A. Yes.</p> <p>9 Q. -- as a defendant?</p> <p>10 A. Yes.</p> <p>11 Q. Okay. What is your highest level of</p> <p>12 education, Mr. Brooks?</p> <p>13 A. I have a master's degree and 30 hours</p> <p>14 towards a doctorate.</p> <p>15 Q. And what is your master's degree in?</p> <p>16 A. In social work. I'm a licensed clinical</p> <p>17 social worker.</p> <p>18 Q. Where did you obtain that master's degree?</p> <p>19 A. From Columbia University.</p> <p>20 Q. And in what year did you obtain that?</p> <p>21 A. 1961.</p> <p>22 Q. And when did you obtain your license as a</p> <p>23 clinical social worker?</p> <p>24 A. I think that was in 2004, I believe. I'm</p> <p>25 not sure of that. I have to look at the license.</p>	<p style="text-align: right;">Page 28</p> <p>1 E. Brooks</p> <p>2 children. This was a detoxification unit, and I</p> <p>3 was immediately placed in charge of it.</p> <p>4 Q. And what was the name of the hospital?</p> <p>5 A. Manhattan General Hospital.</p> <p>6 Q. Manhattan General Hospital.</p> <p>7 A. General. It was a private proprietary</p> <p>8 hospital, and it was later bought by Beth Israel.</p> <p>9 So it's a part of the Beth Israel now.</p> <p>10 Q. Understood. Okay. And when did you become</p> <p>11 affiliated with C.C.M.S.?</p> <p>12 A. Well, okay. To answer what you asked, I</p> <p>13 was the founder, me and my wife -- me and my late</p> <p>14 wife were the founders of C.C.M.S. in 1982. We</p> <p>15 created it.</p> <p>16 Q. Okay. And what was -- prior to your</p> <p>17 creation of C.C.M.S., what were you doing?</p> <p>18 A. Okay. I was at Manhattan General Hospital</p> <p>19 for four years, and then I transferred to Hawthorne</p> <p>20 Cedar Knolls School which was the residential</p> <p>21 treatment facility for young people under the</p> <p>22 Jewish Board of Guardian. That was the agency</p> <p>23 where I worked for 12 years as a therapist, as a</p> <p>24 clinical supervisor, and as an administrator of a</p> <p>25 boys unit.</p>

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<p style="text-align: right;">Page 29</p> <p>1 E. Brooks</p> <p>2 Q. Of a what kind of unit?</p> <p>3 A. For young boys.</p> <p>4 Q. Oh, a boys unit.</p> <p>5 A. Boys unit. A mixture between Orthodox</p> <p>6 Jewish youngsters and other youngsters from New</p> <p>7 York City. After that I then -- that's when I</p> <p>8 learned all of the things that's involved in</p> <p>9 running an agency since it was -- so I left there,</p> <p>10 and then I went to Queens as a deputy director of</p> <p>11 an agency, Queensboro --</p> <p>12 (Reporter clarification.)</p> <p>13 Q. You have to slow down for the reporter, and</p> <p>14 it's difficult to understand you. So you said you</p> <p>15 went to Queens?</p> <p>16 A. Yes.</p> <p>17 Q. To an agency.</p> <p>18 A. To another agency.</p> <p>19 Q. And you gave its name, which I couldn't</p> <p>20 understand either.</p> <p>21 A. Queensboro Society --</p> <p>22 Q. Queensboro Society.</p> <p>23 A. -- for the Prevention of Cruelty to</p> <p>24 Children, QSPCC.</p> <p>25 Q. Got you. Okay. And what did you do there?</p>	<p style="text-align: right;">Page 31</p> <p>1 E. Brooks</p> <p>2 have funds to start.</p> <p>3 The -- my experience had been in terms of</p> <p>4 diversity. So we immediately applied for a</p> <p>5 license, an Article 31 license to operate a</p> <p>6 clinic -- outpatient clinics, okay. In about 18</p> <p>7 months we got that. And so the clinics were added,</p> <p>8 okay. So as 10 years later we added housing,</p> <p>9 supportive housing.</p> <p>10 Q. When you say you added supportive housing,</p> <p>11 what is supportive housing?</p> <p>12 A. Supportive housing is housing programs for</p> <p>13 homeless, mentality ill people. And we've</p> <p>14 developed four of them now. We have four now, and</p> <p>15 two are in the process of -- three -- two are in</p> <p>16 the process of being developed here; one for</p> <p>17 seniors with an urban farm and one in China, a</p> <p>18 housing program that's on hold right now based on</p> <p>19 the pandemic.</p> <p>20 (Reporter clarification.)</p> <p>21 Q. When you said the clinics were added</p> <p>22 subsequent to the formation of C.C.M.S., were</p> <p>23 those -- what was the type of therapy that the</p> <p>24 clinics were offering?</p> <p>25 A. Therapist, the treatment that was offered</p>
<p style="text-align: right;">Page 30</p> <p>1 E. Brooks</p> <p>2 A. I was a deputy director, the director of</p> <p>3 residential programs.</p> <p>4 Q. And how long were you there?</p> <p>5 A. I was there from '65 -- two years.</p> <p>6 (Reporter clarification.)</p> <p>7 Q. Okay. And where did you go after the</p> <p>8 Queensboro agency?</p> <p>9 A. From there I started C.C.M.S.</p> <p>10 Q. Okay. And what does C.C.M.S. stand for?</p> <p>11 A. Community Counseling and Mediation</p> <p>12 Services.</p> <p>13 Q. And what is the business -- well, what was</p> <p>14 the business of C.C.M.S. when you created it?</p> <p>15 A. It was -- it was mental health, social</p> <p>16 services, after-school programs for children. That</p> <p>17 was -- that was the programs that we were involved</p> <p>18 in administering. Well, let me say, the mental</p> <p>19 health clinics came a couple of years later. But</p> <p>20 the startup -- the startup was social services.</p> <p>21 The first contract -- I'm sorry. I'm</p> <p>22 talking too fast. The first contract was a</p> <p>23 prevention program to prevent abuse to children.</p> <p>24 That was the first program that was funded by the</p> <p>25 government that in a sense allowed the agency to</p>	<p style="text-align: right;">Page 32</p> <p>1 E. Brooks</p> <p>2 was for any individual with a psychiatric</p> <p>3 diagnosis. You had to have -- this is an Article</p> <p>4 31 clinic, the same clinic that we operated in</p> <p>5 Manhattan for 27 years, and the -- this is the</p> <p>6 entity that we needed space for.</p> <p>7 Q. When you say the entity that you needed</p> <p>8 space for, what are you referring to?</p> <p>9 A. Clinic.</p> <p>10 Q. The clinic.</p> <p>11 A. A Manhattan clinic.</p> <p>12 Q. A Manhattan clinic?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And when you said it involves -- the</p> <p>15 treatment was for anyone with a psychiatric</p> <p>16 diagnosis?</p> <p>17 A. Yes.</p> <p>18 Q. And did that include any type of drug</p> <p>19 treatment therapy?</p> <p>20 A. No.</p> <p>21 Q. Okay. Has C.C.M.S. been involved in any</p> <p>22 drug treatment therapy?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. When did that happen?</p> <p>25 A. I don't have the license in front of me,</p>

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<p style="text-align: right;">Page 33</p> <p>1 E. Brooks</p> <p>2 but we got a license -- this license comes from</p> <p>3 OASAS and not the Office of Mental Health. So we</p> <p>4 have a license to provide drug treatment, and we</p> <p>5 have also a satellite license. So in -- in our</p> <p>6 five clinics, two of them are also licensed to</p> <p>7 provide drug treatment.</p> <p>8 Q. So in 2019, when you were looking to sublet</p> <p>9 space --</p> <p>10 A. Yes.</p> <p>11 Q. -- in the West 27th Street co-op at that</p> <p>12 time, did C.C.M.S. have all its -- the current</p> <p>13 licenses that it currently has?</p> <p>14 A. Did we have -- say it again?</p> <p>15 Q. In 2019 --</p> <p>16 A. Yes.</p> <p>17 Q. -- when you were pursuing a sublease at the</p> <p>18 West 27th Street property, did you then have the</p> <p>19 clinic licenses or the therapy licenses that you</p> <p>20 currently have?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And those licenses included both</p> <p>23 mental health treatment and drug treatment,</p> <p>24 correct?</p> <p>25 A. Yes. Can I add?</p>	<p style="text-align: right;">Page 35</p> <p>1 E. Brooks</p> <p>2 Q. And with respect to the sublease for the</p> <p>3 West 27th Street property, how many people were</p> <p>4 expected to be working for C.C.M.S. at that</p> <p>5 location?</p> <p>6 A. The same as -- that works at the prior</p> <p>7 location there which was about 15 (unintelligible).</p> <p>8 We had 14 -- 12 to 14 offices in the prior place</p> <p>9 four blocks away. And this site, 27th Street, had</p> <p>10 the 12 individual interviewing rooms, which that's</p> <p>11 what made it attractive. So to answer your</p> <p>12 question, 15 -- maybe about 18 therapists because</p> <p>13 more than 15 can occupy the 12 offices since some</p> <p>14 are part-time. Most are full-time. So the clinic</p> <p>15 director -- so about 18 -- 18 people would be</p> <p>16 working in the clinic.</p> <p>17 Q. Okay. Are they all therapists?</p> <p>18 A. No. Of the 18, 15 would be licensed -- no,</p> <p>19 not as many as that. Let's say 12 -- 12 would be</p> <p>20 licensed, then some administrative people, and</p> <p>21 there's some interns. We take interns from 20</p> <p>22 universities across the country including the ones</p> <p>23 right here in New York City, Hunter, Columbia, NYU.</p> <p>24 So they have placement with us for their</p> <p>25 internships. So they're then supervised and</p>
<p style="text-align: right;">Page 34</p> <p>1 E. Brooks</p> <p>2 Q. Sure.</p> <p>3 A. Drug treatment, mental health treatment in</p> <p>4 several locations, both -- both provided in the</p> <p>5 same setting.</p> <p>6 Q. Okay. Is it typical that people that --</p> <p>7 that there's crossover between the patients needing</p> <p>8 both mental health and drug treatment?</p> <p>9 A. Yes.</p> <p>10 Q. Other than your -- and again, I apologize</p> <p>11 if I'm inverting the words, whether it's licensed</p> <p>12 clinical social worker, which I think that's what</p> <p>13 it is -- withdrawn.</p> <p>14 Other than the license that you hold as a</p> <p>15 clinical social worker, do you hold any other</p> <p>16 licenses?</p> <p>17 A. No.</p> <p>18 Q. How many people are employed by C.C.M.S.</p> <p>19 currently?</p> <p>20 A. About 300.</p> <p>21 Q. And back in 2019 when you were pursuing the</p> <p>22 sublease at West 27th Street, how many people were</p> <p>23 employed by C.C.M.S.?</p> <p>24 A. Around the same. Same number. Around 290</p> <p>25 to 300, somewhere in that range.</p>	<p style="text-align: right;">Page 36</p> <p>1 E. Brooks</p> <p>2 trained by a licensed person -- licensed clinician.</p> <p>3 Q. Okay. So inclusive of the therapists, the</p> <p>4 administrative people, and the interns that might</p> <p>5 have been doing work at C.C.M.S., what was the</p> <p>6 anticipated head count for people to be working at</p> <p>7 the West 27th Street location?</p> <p>8 A. Well, the clinic that this was replaced --</p> <p>9 that was moving, okay, keep in mind we essentially</p> <p>10 were moving an adult clinic from 31st Street four</p> <p>11 blocks away, and it served 330 different clients,</p> <p>12 patients. So the roster was 330 patients. So we'd</p> <p>13 be moving those 330 as it was to a new location.</p> <p>14 Q. Okay. So about 330 patients --</p> <p>15 A. Yes.</p> <p>16 Q. -- that were treated at the prior location</p> <p>17 were anticipated to be treated at the West 27th</p> <p>18 Street location?</p> <p>19 A. Yes.</p> <p>20 Q. Other than patients, how many C.C.M.S.</p> <p>21 personnel, whether they be therapists,</p> <p>22 administrative, or interns, were expected to be on</p> <p>23 site except -- not including the patients, at the</p> <p>24 West 27th Street property?</p> <p>25 A. Am I allowed -- can I write down just some</p>

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<p style="text-align: right;">Page 37</p> <p>1 E. Brooks</p> <p>2 numbers?</p> <p>3 Q. If that would help you calculate it, then</p> <p>4 feel free to use your notepad to help you calculate</p> <p>5 it.</p> <p>6 A. Okay.</p> <p>7 Q. And while you are doing that, we'll go off</p> <p>8 the record and I'm going to ask my colleagues to</p> <p>9 try to be a little more quiet outside, okay?</p> <p>10 (Whereupon, a discussion was held</p> <p>11 off the record.)</p> <p>12 A. There's 14 therapists, one --</p> <p>13 Q. Slow down. The reporter is taking down</p> <p>14 what you're saying.</p> <p>15 A. Okay. About 14 therapists, one director,</p> <p>16 also therapist, the director's a -- treats as well,</p> <p>17 two receptionists, two interns, one psychiatrist,</p> <p>18 and nurse practitioner, over course of a week -- so</p> <p>19 this is -- it's one FTE. So that's twenty people.</p> <p>20 Q. Okay. And what does FTE mean?</p> <p>21 A. Full-time equivalent.</p> <p>22 Q. Full-time equivalent. Okay. So 20 people</p> <p>23 altogether?</p> <p>24 A. Yes.</p> <p>25 Q. Thank you. Are you employed by C.C.M.S.?</p>	<p style="text-align: right;">Page 39</p> <p>1 E. Brooks</p> <p>2 A. Yes.</p> <p>3 Q. Who other than --</p> <p>4 A. Wait. I'm sorry. And there was one I left</p> <p>5 off. That's Jean Goossen. In 2019 she died. Jean</p> <p>6 Goossen, G-O-O-S-S-E-N. She was on the board then.</p> <p>7 Q. And when did she pass away?</p> <p>8 A. In '20, in 2020.</p> <p>9 Q. After the interview or before the</p> <p>10 interview?</p> <p>11 A. I don't remember. I'll have to check.</p> <p>12 Q. Okay. We'll just leave a blank in the</p> <p>13 transcript and when you get your opportunity to</p> <p>14 review the transcript, you'll check and then you</p> <p>15 can insert the date. Okay?</p> <p>16 A. Thank you.</p> <p>17 (INSERT)</p> <p>18 Q. Thank you.</p> <p>19 You had indicated that you were moving your</p> <p>20 operations that were four blocks away into the West</p> <p>21 27th Street premises.</p> <p>22 A. Yes.</p> <p>23 Q. What was the address where before -- that</p> <p>24 you were occupying and then intending to leave to</p> <p>25 move to West 27th Street?</p>
<p style="text-align: right;">Page 38</p> <p>1 E. Brooks</p> <p>2 A. Yes.</p> <p>3 Q. And what kind of entity is C.C.M.S.?</p> <p>4 A. It's nonprofit.</p> <p>5 Q. Is it a nonprofit organized under New York</p> <p>6 State law?</p> <p>7 A. Yes, 501(3)(c).</p> <p>8 (Reporter clarification.)</p> <p>9 THE WITNESS: A 501(3)(c).</p> <p>10 MR. MARGOLIS: A 501(c) company.</p> <p>11 Q. Who are the shareholders of the 501(c)?</p> <p>12 A. There's no shareholders. The board of</p> <p>13 directors.</p> <p>14 Q. Who are the members of the board of the</p> <p>15 501(c)?</p> <p>16 A. Want me to give you the names?</p> <p>17 Q. Yeah.</p> <p>18 A. Okay. Russell Shuler, S-H-U-L-E-R, LaWanda</p> <p>19 Jackson, L-A, capital W, A-N-D-A Jackson, Annette</p> <p>20 Smith, Cassandra Underdue.</p> <p>21 (Reporter clarification.)</p> <p>22 THE WITNESS: U-N-D-E-R-D-U-E.</p> <p>23 Q. And in 2019 when you were negotiating a</p> <p>24 sublease, was it the same members of the board of</p> <p>25 directors?</p>	<p style="text-align: right;">Page 40</p> <p>1 E. Brooks</p> <p>2 A. 115 West 31st Street.</p> <p>3 Q. Okay. And do you know if C.C.M.S. was a</p> <p>4 tenant or a subtenant in that premise?</p> <p>5 A. Both.</p> <p>6 Q. So explain that to me, how you were both a</p> <p>7 tenant and a subtenant.</p> <p>8 A. Keep in mind that we were there for 27</p> <p>9 years, since 1995. We had sublet from -- Women in</p> <p>10 Need owned the building. That's another social</p> <p>11 service organization. They owned the building and</p> <p>12 they leased the fifth floor to us. Then at some</p> <p>13 point, they then sold the building. And the new</p> <p>14 owners -- we had a regular lease with the new</p> <p>15 owners.</p> <p>16 Q. When you say you had a regular lease with</p> <p>17 the new owners, did you not have --</p> <p>18 A. We were the tenants. We were the tenants.</p> <p>19 Q. Right. But were you not tenants of the</p> <p>20 entity that first owned the building?</p> <p>21 A. We were -- we leased subtenants. I'm not</p> <p>22 for sure of that. I'll get you the lease. It just</p> <p>23 felt a little bit different. They -- maybe. I</p> <p>24 know what. I'm sorry. Let me correct this. They</p> <p>25 were leasing the building -- leasing the building.</p>

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<p style="text-align: right;">Page 41</p> <p>1 E. Brooks</p> <p>2 So then they then leased a floor of the building to</p> <p>3 us.</p> <p>4 Q. Okay. So I understand correctly, the</p> <p>5 entity that you were leasing from was themselves a</p> <p>6 tenant that was leasing the building from somebody</p> <p>7 else?</p> <p>8 A. Yes.</p> <p>9 Q. Okay.</p> <p>10 A. I'm sorry. I was confused.</p> <p>11 Q. And were they leasing the whole building?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And do you know who that owner was</p> <p>14 that they were leasing the building from?</p> <p>15 A. No, without going and checking the lease.</p> <p>16 Q. But you have a copy of that lease?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And do you have a copy of your</p> <p>19 sublease?</p> <p>20 A. Yes.</p> <p>21 MR. MARGOLIS: I'm going to call</p> <p>22 for the production of those leases.</p> <p>23 Q. The building -- remind me again, it was</p> <p>24 31st Street?</p> <p>25 A. 115 West 31st Street.</p>	<p style="text-align: right;">Page 43</p> <p>1 E. Brooks</p> <p>2 was one tenant?</p> <p>3 A. Yes.</p> <p>4 Q. And then there were -- were there other</p> <p>5 subtenants other than C.C.M.S. in the building?</p> <p>6 A. I don't think so. I think Women in Need</p> <p>7 occupied about three or four floors for that</p> <p>8 agency, okay, and then they leased the one floor to</p> <p>9 us. And I'm not for sure. It's a small building.</p> <p>10 I'm not for sure if there was any other tenant in</p> <p>11 the building.</p> <p>12 Q. Are they still in business, Women in Need?</p> <p>13 A. Yes.</p> <p>14 Q. Do you know if they still occupy that</p> <p>15 space?</p> <p>16 A. Oh, no. They moved out of the space there.</p> <p>17 Q. Where are they now located?</p> <p>18 A. I don't know offhand where they are. They</p> <p>19 run shelters, and they have some offices out in</p> <p>20 East New York. Where the headquarters is, I don't</p> <p>21 know.</p> <p>22 Q. How many other locations does C.C.M.S. rent</p> <p>23 other than --</p> <p>24 Withdrawn.</p> <p>25 At the time in 2019 when you were</p>
<p style="text-align: right;">Page 42</p> <p>1 E. Brooks</p> <p>2 Q. Thank you. The West 31st Street premises,</p> <p>3 was that a co-op or was it just a building that was</p> <p>4 owned by an entity or somebody and then there were</p> <p>5 various tenants leasing premises there?</p> <p>6 A. I don't know. It's easy to check.</p> <p>7 Q. When you say it's easy to check, how is</p> <p>8 that?</p> <p>9 A. I'll go back to the leases and look into</p> <p>10 the formulation of the lease and the description of</p> <p>11 it.</p> <p>12 Q. Okay. As you sit here today, because your</p> <p>13 attorney is going to provide me with a copy of</p> <p>14 those leases, and I'll review them as well and have</p> <p>15 a better understanding. But I'm asking you as you</p> <p>16 sit here today, do you know if the premises at 31st</p> <p>17 Street were a co-op -- was a co-op?</p> <p>18 A. I don't know. I don't know.</p> <p>19 Q. Do you recall in connection with the West</p> <p>20 31st Street premises whether or not there was a</p> <p>21 document known as a proprietary lease involving any</p> <p>22 of the parties?</p> <p>23 A. Let me -- I think that there was just one</p> <p>24 owner of the building.</p> <p>25 Q. And then the agency that you leased from</p>	<p style="text-align: right;">Page 44</p> <p>1 E. Brooks</p> <p>2 negotiating a sublease of West 27th Street</p> <p>3 property, how many other premises did C.C.M.S.</p> <p>4 occupy?</p> <p>5 A. Am I able to get a document that lists --</p> <p>6 can I get my little brochure that lists all of the</p> <p>7 sites?</p> <p>8 Q. Wait. Let me ask you this. Is there some</p> <p>9 document that you have that will refresh your</p> <p>10 recollection as to the location?</p> <p>11 A. Yeah. That's what I want to just get right</p> <p>12 here in my own bag.</p> <p>13 Q. Okay. So you can --</p> <p>14 A. Can I get that?</p> <p>15 Q. Yes, you can retrieve that.</p> <p>16 THE WITNESS: Say yes, please,</p> <p>17 Tara.</p> <p>18 MS. TURNER: If you don't know the</p> <p>19 answer, you need to say you don't know.</p> <p>20 THE WITNESS: (Retrieving</p> <p>21 document.)</p> <p>22 Q. So just for the record, you are referring</p> <p>23 to a brochure --</p> <p>24 A. Yes.</p> <p>25 Q. -- that you retrieved from your briefcase?</p>

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<p style="text-align: right;">Page 45</p> <p>1 E. Brooks</p> <p>2 A. Yes.</p> <p>3 Q. And what is that a brochure for?</p> <p>4 A. This is the main office brochure that lists</p> <p>5 all of our locations and they have -- and the name</p> <p>6 of the -- what it is, and that would help me to be</p> <p>7 able to answer your question.</p> <p>8 Q. Okay. So first and foremost, let's have</p> <p>9 this marked by -- can we mark this by the reporter?</p> <p>10 A. Yes.</p> <p>11 MR. MARGOLIS: Okay. So why don't</p> <p>12 we have this marked as Defense Exhibit A.</p> <p>13 (Defendants' Exhibit A, brochure, was</p> <p>14 marked for identification.)</p> <p>15 Q. Mr. Brooks, I'm showing you what we've</p> <p>16 marked as Exhibit A, and on the back there are a</p> <p>17 bunch of addresses.</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And is it fair to say those are all</p> <p>20 locations where C.C.M.S. renders services?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. Can you give that back to me for a</p> <p>23 moment?</p> <p>24 A. Sure.</p> <p>25 Q. Thank you. Now, in 2019, were these all</p>	<p style="text-align: right;">Page 47</p> <p>1 E. Brooks</p> <p>2 Q. So this is updated since 2020?</p> <p>3 A. Yeah. I shouldn't have said that one, but</p> <p>4 that happened -- okay.</p> <p>5 Q. Okay. When did 15 West 39th Street second</p> <p>6 floor start operations?</p> <p>7 A. In 2020 around -- around July -- around</p> <p>8 September of 2020, it needed some renovations. But</p> <p>9 we found that space right after the rejection.</p> <p>10 Q. Okay. And how long did you stay in the</p> <p>11 West 31st Street premises after you obtained the</p> <p>12 rejection from West 27th Street?</p> <p>13 A. From January, because the lease had expired</p> <p>14 in December. So from January 2020 to whatever the</p> <p>15 date is, I can get the date, in late 2020 when we</p> <p>16 moved. So that's eight or nine months. If you</p> <p>17 want an exact one, I can check to get that -- look</p> <p>18 at the lease from when we started.</p> <p>19 Q. Okay. So you have a lease at 15 West 39th</p> <p>20 Street?</p> <p>21 A. Yes.</p> <p>22 Q. And that's the lease that you entered into</p> <p>23 to replace the West 31st Street premises, correct?</p> <p>24 A. Yes.</p> <p>25 MR. MARGOLIS: I'm going to call</p>
<p style="text-align: right;">Page 46</p> <p>1 E. Brooks</p> <p>2 the locations that C.C.M.S. had offices or provided</p> <p>3 services from?</p> <p>4 A. Okay. Let me just see if these have been</p> <p>5 updated or reflects those.</p> <p>6 The answer is no. Two of the locations</p> <p>7 that are listed here are locations that are about</p> <p>8 to occur. Okay. Let me just look at which are the</p> <p>9 ones that we had in 2019. Okay.</p> <p>10 The 13 locations that we had in 2019, and</p> <p>11 this should be 13.</p> <p>12 Q. Okay. And what are the two locations that</p> <p>13 are reflected on the brochure that are future</p> <p>14 locations?</p> <p>15 A. Two new housing program.</p> <p>16 Q. Okay. And what are they?</p> <p>17 A. Jean's Place and Jackson's Place.</p> <p>18 Q. Okay. Can I have that back, please?</p> <p>19 A. Sure.</p> <p>20 Q. Thank you.</p> <p>21 Now, on this brochure I see a Manhattan</p> <p>22 clinic at 15 West 39th Street?</p> <p>23 A. Yes.</p> <p>24 Q. Did that replace the 31st Street premise?</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 48</p> <p>1 E. Brooks</p> <p>2 for production of the West 39th Street</p> <p>3 lease as well.</p> <p>4 Q. Okay. This is now part of the record so</p> <p>5 we're going to leave this here. Is that okay?</p> <p>6 A. I got 50 of them, yes.</p> <p>7 Q. Okay. So with respect to the locations</p> <p>8 that are referenced --</p> <p>9 Withdrawn.</p> <p>10 The 15 West 39th Street building that you</p> <p>11 moved to, is that a co-op?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And --</p> <p>14 A. Wait now. Wait now. Let me -- I answered</p> <p>15 too fast. I don't think so.</p> <p>16 Q. Okay. But the lease might -- will the</p> <p>17 lease describe what the arrangement is with that --</p> <p>18 A. Yes.</p> <p>19 Q. -- premise?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. With respect to any of the other</p> <p>22 locations that are referenced on the back of</p> <p>23 Exhibit A, are any of those premises co-ops?</p> <p>24 A. Let me look and see.</p> <p>25 No.</p>

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<p style="text-align: right;">Page 49</p> <p>1 E. Brooks</p> <p>2 Q. Prior to your negotiations to sublease the</p> <p>3 premises at West 27th Street, had C.C.M.S. had any</p> <p>4 locations at any buildings which were co-ops?</p> <p>5 A. I don't think so.</p> <p>6 Q. Mr. Brooks, do you live in a private home,</p> <p>7 rental apartment, co-op apartment, or something</p> <p>8 else?</p> <p>9 A. Co-op.</p> <p>10 Q. And where -- so the building for the</p> <p>11 address that you identified for the record at the</p> <p>12 beginning of the transcript is a co-op?</p> <p>13 A. Yes.</p> <p>14 Q. And how long have you lived in that co-op?</p> <p>15 A. Twenty-five years.</p> <p>16 Q. And have you ever served on the board of</p> <p>17 directors of that co-op?</p> <p>18 A. No.</p> <p>19 Q. Have you ever served --</p> <p>20 Withdrawn.</p> <p>21 Do you own any other co-ops?</p> <p>22 A. No.</p> <p>23 Q. Other than the co-op that you've lived in</p> <p>24 for, I think you said 25 years --</p> <p>25 A. Twenty-five years.</p>	<p style="text-align: right;">Page 51</p> <p>1 E. Brooks</p> <p>2 and 8th floor.</p> <p>3 Q. And just so we're clear, when you say "in</p> <p>4 this building," you mean West 27th Street?</p> <p>5 A. West 27th Street.</p> <p>6 Q. Okay. No. That's okay.</p> <p>7 I understand -- I understand what you're</p> <p>8 saying.</p> <p>9 So I just want to make it clear --</p> <p>10 A. On the record.</p> <p>11 Q. -- for the record.</p> <p>12 So it's your understanding that the Oxford</p> <p>13 entity that I just mentioned is the owner of the</p> <p>14 floors in West 27th Street, correct?</p> <p>15 A. Yes.</p> <p>16 Q. When you say they're owners of the floors,</p> <p>17 what do you mean by owners?</p> <p>18 A. The minutes list this, but it was my</p> <p>19 understanding -- recent understanding -- it</p> <p>20 wasn't my -- initially I understood Nigel owned --</p> <p>21 was a co-op owner himself of the -- himself, was</p> <p>22 the co-op owner of the 7th floor. And Saul was the</p> <p>23 owner of the 8th floor. That was my understanding.</p> <p>24 Q. Okay. But there came a time that you</p> <p>25 understood it differently?</p>
<p style="text-align: right;">Page 50</p> <p>1 E. Brooks</p> <p>2 Q. -- have you ever lived in any other co-op?</p> <p>3 A. No.</p> <p>4 Q. How about condominium, have you ever lived</p> <p>5 in a condominium?</p> <p>6 A. No.</p> <p>7 Q. Have you ever served on the board of a</p> <p>8 condominium?</p> <p>9 A. No.</p> <p>10 Q. In connection with any businesses that</p> <p>11 you've been affiliated with, have you ever leased</p> <p>12 any premises from a co-op?</p> <p>13 A. I don't remember. I don't know.</p> <p>14 Q. What about from a condo?</p> <p>15 A. I don't remember.</p> <p>16 Q. What is your understanding of -- well, are</p> <p>17 you familiar with the name Oxford Realty &</p> <p>18 Holdings, LLC?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. What do you understand that entity</p> <p>21 to be?</p> <p>22 A. It's the brokerage firm that Nigel Shamash</p> <p>23 and Saul Tawil are involved in. They have some</p> <p>24 connection with that, and I think that's the entity</p> <p>25 that might own the two floors in this building, 7th</p>	<p style="text-align: right;">Page 52</p> <p>1 E. Brooks</p> <p>2 A. Yes.</p> <p>3 Q. Okay. And how did you come about</p> <p>4 understanding it differently?</p> <p>5 A. When I -- even a little bit prior to the</p> <p>6 minutes, because the minutes -- well, I think I</p> <p>7 just went on Google and looked at it. And it</p> <p>8 revealed that the owner of the 7th floor was the</p> <p>9 Oxford Realty.</p> <p>10 Q. And the 8th floor as well?</p> <p>11 A. Yes.</p> <p>12 Q. Okay.</p> <p>13 A. I'm not for sure on the 8th floor. I don't</p> <p>14 know if I checked that.</p> <p>15 Q. And when you say the minutes, are you</p> <p>16 referring to some sort of documents that were</p> <p>17 produced in this litigation?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. So the minutes that you're referring</p> <p>20 to having reviewed, those were something that you</p> <p>21 obtained in connection with this litigation,</p> <p>22 correct?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. And when you say that you looked on</p> <p>25 Google and determined that Oxford was the owner of</p>

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<p style="text-align: right;">Page 53</p> <p>1 E. Brooks</p> <p>2 the 7th floor, what do you understand them to own?</p> <p>3 A. Oxford? To own the 7th and the 8th floor.</p> <p>4 I'm not for sure if Nigel or Saul owned the real</p> <p>5 estate agency. But they -- as owner, they were the</p> <p>6 ones that we dealt with in terms of owning the</p> <p>7 co-op and the shareholders -- as shareholders.</p> <p>8 Q. Okay. So just to clarify, did you</p> <p>9 understand them to be owners or shareholders?</p> <p>10 A. Two shareholders. Shareholders.</p> <p>11 Q. And what did you understand they were</p> <p>12 shareholders of?</p> <p>13 A. The 7th and the 8th floor.</p> <p>14 Q. Okay. But do you understand -- what are</p> <p>15 shareholders, if you know, in the context of a</p> <p>16 corporation?</p> <p>17 A. But in terms of what I was interested in,</p> <p>18 the shareholders has a vote, has a vote on what</p> <p>19 happens to the co-op that they have -- shareholder</p> <p>20 of.</p> <p>21 Q. And when you -- so in connection with this</p> <p>22 particular --</p> <p>23 Withdrawn.</p> <p>24 What did you understand Oxford to be a</p> <p>25 shareholder of?</p>	<p style="text-align: right;">Page 55</p> <p>1 E. Brooks</p> <p>2 six out of what, if you knew?</p> <p>3 A. I think he said there were 12 co-ops. He</p> <p>4 said there were 12 co-ops and six votes were</p> <p>5 needed.</p> <p>6 Q. So Robert told you you needed six votes?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. When Robert communicated this to</p> <p>9 you --</p> <p>10 A. This was an email, and verbally.</p> <p>11 Q. Okay. When he communicated this to you in</p> <p>12 an email and verbally, did you ask to see any of</p> <p>13 the corporate documents to verify what he was</p> <p>14 communicating to you about these votes?</p> <p>15 A. No.</p> <p>16 Q. Did you ever review any documents,</p> <p>17 corporate documents to verify what votes were</p> <p>18 needed to approve a sublease?</p> <p>19 A. No.</p> <p>20 Q. If I told you that under the corporate</p> <p>21 documents of West 27th Street, shareholders have no</p> <p>22 right to vote on the approval of a sublease, would</p> <p>23 you be surprised to hear that?</p> <p>24 A. I would be very surprised.</p> <p>25 Q. Are you familiar with the sublease approval</p>
<p style="text-align: right;">Page 54</p> <p>1 E. Brooks</p> <p>2 A. From day one when we -- when our broker met</p> <p>3 with Nigel in terms of presenting a potential</p> <p>4 client, okay, he presented us in terms of needing</p> <p>5 space for a clinic, and Nigel said to him,</p> <p>6 according to Bob, okay, that he has five votes. He</p> <p>7 has two, he and Saul, and the president or Marc</p> <p>8 Paturet, whatever his name is, has three floors.</p> <p>9 And so they support one another. So from day one</p> <p>10 they said we have five votes, and we need six to</p> <p>11 approve the lease.</p> <p>12 Q. Okay. Now, this was communicated to you by</p> <p>13 Robert?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. So just so we're clear, so I</p> <p>16 understand what you're saying, when you were</p> <p>17 discussing matters with Oxford, Nigel. Your broker</p> <p>18 had communicated to you that Oxford had two votes</p> <p>19 and that the president, Marc Paturet, had three</p> <p>20 votes, and that you needed a total of six votes,</p> <p>21 correct?</p> <p>22 A. That was -- yes.</p> <p>23 Q. Now, when you -- when Robert communicated</p> <p>24 this to you that there were six votes, what was the</p> <p>25 total amount of votes that were out there, meaning</p>	<p style="text-align: right;">Page 56</p> <p>1 E. Brooks</p> <p>2 provisions in the corporate documents of the West</p> <p>3 27th Street entity?</p> <p>4 A. Say it again.</p> <p>5 MR. MARGOLIS: Can you read that</p> <p>6 back.</p> <p>7 (Whereupon, the record was read by</p> <p>8 the reporter.)</p> <p>9 A. I would hate to say -- I've seen it but do</p> <p>10 I clearly understand it? No.</p> <p>11 Q. When you say you've seen it, where did you</p> <p>12 see it?</p> <p>13 A. I've seen a copy of the proprietary lease,</p> <p>14 okay, for 27th Street, and my understanding is that</p> <p>15 it stated that the shareholders have a vote.</p> <p>16 Q. Did you ever review the bylaws of the West</p> <p>17 27th Street entity?</p> <p>18 A. Yes.</p> <p>19 Q. Does it provide anything in there about</p> <p>20 voting?</p> <p>21 A. I was confused about understanding the</p> <p>22 bylaws.</p> <p>23 Q. Okay. How about the certificate of</p> <p>24 incorporation, have you reviewed that for the West</p> <p>25 27th Street entity?</p>

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<p style="text-align: right;">Page 57</p> <p>1 E. Brooks</p> <p>2 A. No.</p> <p>3 Q. When you say you reviewed the proprietary</p> <p>4 lease, when did you review the proprietary lease?</p> <p>5 A. I don't remember when, but I've reviewed it</p> <p>6 even prior to it being available on discovery,</p> <p>7 okay. I had already seen that --</p> <p>8 Q. Did you see it before you had your</p> <p>9 interview?</p> <p>10 A. I don't think so.</p> <p>11 Q. Had you reviewed the bylaws of the West</p> <p>12 27th Street entity before the interview?</p> <p>13 A. They weren't available, no.</p> <p>14 Q. When you say they were not available, why</p> <p>15 were they not available?</p> <p>16 A. We'd been begging for them. They didn't</p> <p>17 release them.</p> <p>18 Q. Okay. Who begged for them?</p> <p>19 A. The -- Tristan Loanzon, the attorney we</p> <p>20 used in the to initiate the litigation and Tara had</p> <p>21 asked for them.</p> <p>22 Q. I'm asking you before the interview, okay,</p> <p>23 going back to 20 -- not the lawsuit --</p> <p>24 A. Mm-hmm.</p> <p>25 Q. -- I'm asking you before the interview, had</p>	<p style="text-align: right;">Page 59</p> <p>1 E. Brooks</p> <p>2 A. There was not no basis for checking on this</p> <p>3 or that.</p> <p>4 Q. Okay. I understand.</p> <p>5 A. Okay?</p> <p>6 Q. But my question is a little bit more simple</p> <p>7 than what you just communicated. I just wanted to</p> <p>8 know how you found out about the space at Oxford</p> <p>9 Holdings.</p> <p>10 A. From the broker.</p> <p>11 Q. Okay.</p> <p>12 A. From the broker.</p> <p>13 Q. Okay. And so the broker is Robert King,</p> <p>14 right?</p> <p>15 A. Yes.</p> <p>16 Q. And he told you that there was a location</p> <p>17 available on West 27th Street, and therefore -- and</p> <p>18 introduced you to the people that controlled those</p> <p>19 premises, correct; is that fair to say?</p> <p>20 MS. TURNER: Objection.</p> <p>21 Q. You could answer.</p> <p>22 A. He was introducing me to the landlord of</p> <p>23 the space that we were interested in.</p> <p>24 Q. And who was that landlord?</p> <p>25 A. Nigel.</p>
<p style="text-align: right;">Page 58</p> <p>1 E. Brooks</p> <p>2 you reviewed the bylaws?</p> <p>3 A. No.</p> <p>4 Q. Had you asked for them before the</p> <p>5 interview?</p> <p>6 A. I don't remember.</p> <p>7 Q. Did you -- had you reviewed the proprietary</p> <p>8 lease for -- between the co-op and any of its</p> <p>9 shareholders prior to the interview?</p> <p>10 A. No.</p> <p>11 Q. Had you reviewed the certificate of</p> <p>12 incorporation of the co-op prior to the interview?</p> <p>13 A. No. Can I elaborate?</p> <p>14 Q. No.</p> <p>15 A. Okay.</p> <p>16 Q. How were you introduced to the Oxford</p> <p>17 Holdings entity?</p> <p>18 A. How was I introduced?</p> <p>19 Q. Yes.</p> <p>20 A. Through email, Bob King -- Bob King told</p> <p>21 me, you know, in email. But I have to say, it</p> <p>22 really had no relevancy. We had no idea that -- we</p> <p>23 had no reason to think that there was any problem,</p> <p>24 that this was routine.</p> <p>25 Q. Okay. But that's not --</p>	<p style="text-align: right;">Page 60</p> <p>1 E. Brooks</p> <p>2 Q. Okay. Again, Nigel Shamash?</p> <p>3 A. Nigel Shamash.</p> <p>4 Q. So if we talk about Nigel, let's keep it</p> <p>5 simple so you don't have to use last names.</p> <p>6 Anytime we talk about Nigel, it's Nigel Shamash.</p> <p>7 A. Okay.</p> <p>8 Q. Anytime we talk about Saul, it's Saul</p> <p>9 Tawil. And you understand them in some way to be</p> <p>10 affiliated with the landlord, correct?</p> <p>11 A. Yes.</p> <p>12 Q. And you understood at some point that the</p> <p>13 landlord was Oxford, the entity that we put on the</p> <p>14 record as Oxford Realty & Holdings LLC, correct?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. When you were introduced to the</p> <p>17 landlord, did you visit the premises?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. Was that before there were any</p> <p>20 negotiations relating to a sublease?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. And approximately when was it that</p> <p>23 you visited the premises?</p> <p>24 A. The initial contact was late August, so</p> <p>25 either late August or the first few days in</p>

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<p style="text-align: right;">Page 61</p> <p>1 E. Brooks</p> <p>2 September. The broker had three or four different</p> <p>3 locations that he wanted to show us. This was one</p> <p>4 of them, this was one of them. There were several</p> <p>5 others. So and the appeal to this one is because</p> <p>6 it was large and had enough clinic space for us to</p> <p>7 move in without a lot of renovations.</p> <p>8 Q. Okay. What did you understand was</p> <p>9 operating in that space at the time that you toured</p> <p>10 it?</p> <p>11 A. Nothing. There was nothing in the space.</p> <p>12 Q. Okay. Was there a prior tenant that had,</p> <p>13 you know, therapy rooms?</p> <p>14 A. I don't know.</p> <p>15 Q. Okay. Well, when you arrived to the</p> <p>16 building, did you go up to the 7th and 8th floor?</p> <p>17 A. We went to the 7th floor, yes.</p> <p>18 Q. Okay. And was it occupied at that time?</p> <p>19 A. No.</p> <p>20 Q. Was it built out at that time?</p> <p>21 A. Yes.</p> <p>22 Q. Okay.</p> <p>23 A. Mm-hmm.</p> <p>24 Q. And it had the offices that you said you</p> <p>25 could use for therapy rooms, correct?</p>	<p style="text-align: right;">Page 63</p> <p>1 E. Brooks</p> <p>2 the same meaning.</p> <p>3 MR. MARGOLIS: Okay. Sure.</p> <p>4 MS. TURNER: It's sort of a legal</p> <p>5 term, and he may not have the same</p> <p>6 understanding.</p> <p>7 MR. MARGOLIS: That's fine. No</p> <p>8 problem.</p> <p>9 Q. Do you recall when you went to tour the 7th</p> <p>10 floor, whether you met with Nigel or Saul?</p> <p>11 A. I didn't meet with Saul, and I don't think</p> <p>12 I even met with Nigel.</p> <p>13 Q. Did you know at that time that the building</p> <p>14 was a co-op?</p> <p>15 A. No. It wasn't relevant.</p> <p>16 Q. When you say it wasn't relevant, meaning it</p> <p>17 wasn't important to you? What do you mean by that?</p> <p>18 A. We were dealing with -- there was a</p> <p>19 landlord. And normally -- in fact, most of our</p> <p>20 other clinics also leased commercial buildings,</p> <p>21 okay? But we are just only concerned with who's in</p> <p>22 charge, who's the landlord for this space, and</p> <p>23 that's the person that we're interested in dealing</p> <p>24 with. And we would have trusted our broker --</p> <p>25 Q. Okay.</p>
<p style="text-align: right;">Page 62</p> <p>1 E. Brooks</p> <p>2 A. Yes.</p> <p>3 Q. Did you go to the 8th floor?</p> <p>4 A. I don't think so. I don't remember my</p> <p>5 going there.</p> <p>6 Q. Who else from C.C.M.S. was with you when</p> <p>7 you went to look at the premises?</p> <p>8 A. Just me and the broker.</p> <p>9 Q. Robert King?</p> <p>10 A. Yes. And the architect, Andre Soluri,</p> <p>11 okay, came after us immediately.</p> <p>12 Q. Who from the landlord met you there, if</p> <p>13 anybody?</p> <p>14 MS. TURNER: Objection. Can I</p> <p>15 just --</p> <p>16 Q. Did anybody --</p> <p>17 One second?</p> <p>18 Did anybody -- was the landlord present</p> <p>19 when you toured the 7th floor?</p> <p>20 A. I don't remember.</p> <p>21 MR. MARGOLIS: Go ahead.</p> <p>22 MS. TURNER: I was just going to</p> <p>23 ask can we use the proper names Oxford and</p> <p>24 Nigel? Because I'm not sure, Mr. Brooks,</p> <p>25 when you say landlord, I'm not sure he has</p>	<p style="text-align: right;">Page 64</p> <p>1 E. Brooks</p> <p>2 A. -- in terms of introduce, arranging for us</p> <p>3 to see the space that's been presented as being</p> <p>4 available. Okay. That's what I meant in terms of</p> <p>5 not -- relevant in terms of any other details</p> <p>6 around it other than the landlord would be</p> <p>7 interested in us as tenants because they're showing</p> <p>8 the space --</p> <p>9 Q. Right.</p> <p>10 A. -- and --</p> <p>11 (Simultaneous speakers.)</p> <p>12 Q. Your broker was showing you space and your</p> <p>13 interest was who it was that you would be paying</p> <p>14 the rent to?</p> <p>15 A. That's right.</p> <p>16 Q. And was that the only time you visited the</p> <p>17 premises other than for the interview?</p> <p>18 A. Yes, I believe. Yes.</p> <p>19 Q. How long were you there for?</p> <p>20 A. Maybe half hour.</p> <p>21 Q. What time of day were you there?</p> <p>22 A. It was in the morning, around 10 -- 10,</p> <p>23 11:00.</p> <p>24 Q. Did you take an elevator or stairs to get</p> <p>25 to the 7th floor?</p>

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<p style="text-align: right;">Page 65</p> <p>1 E. Brooks</p> <p>2 A. We took the elevator.</p> <p>3 Q. Do you recall how many elevators were in</p> <p>4 the building?</p> <p>5 A. No.</p> <p>6 Q. Do you recall anything about the elevator</p> <p>7 that you took to the 7th floor?</p> <p>8 A. No. I don't want to guess at that. No.</p> <p>9 Q. Do you recall the size of the elevator you</p> <p>10 took to the 7th floor?</p> <p>11 A. No.</p> <p>12 Q. Do you recall when you came to the West</p> <p>13 27th Street premise, whether or not there was any</p> <p>14 lobby personnel?</p> <p>15 A. I don't remember.</p> <p>16 Q. Do you recall if there was a security desk</p> <p>17 in the lobby?</p> <p>18 A. I don't remember.</p> <p>19 Q. The West 31st Street premise that you were</p> <p>20 moving from, did C.C.M.S. do drug counseling in</p> <p>21 that location?</p> <p>22 A. No.</p> <p>23 Q. Did there come a time that you had</p> <p>24 discussions with Robert King about the type of</p> <p>25 therapy that would be offered at the West 27th</p>	<p style="text-align: right;">Page 67</p> <p>1 E. Brooks</p> <p>2 lease. Several of our other clinics that we wanted</p> <p>3 to do drug treatment as well, it wasn't in the</p> <p>4 lease, and it took a lot of time to get it in the</p> <p>5 lease for them -- for OMH to approve it and OASAS</p> <p>6 to approve it.</p> <p>7 So we were just looking ahead in terms of</p> <p>8 whether or not we want to have the lease as</p> <p>9 comprehensive as it could be in case in the future</p> <p>10 we wanted to add the program. But they said they</p> <p>11 didn't want that and it was absolutely fine.</p> <p>12 Q. When you say they said they didn't want</p> <p>13 that, who are you referring to?</p> <p>14 A. I'm sorry. Nigel and Saul. Saul was more</p> <p>15 involved in this particular question.</p> <p>16 Q. How did you find out that Nigel and Saul</p> <p>17 didn't want the drug treatment?</p> <p>18 A. They communicated to the broker, Bob King,</p> <p>19 and then Bob King presented it to me.</p> <p>20 Q. Okay. How did it come up in the first</p> <p>21 place, if you know?</p> <p>22 A. Well, because we -- I think we had asked to</p> <p>23 include it, the right to provide it in a lease.</p> <p>24 Q. Okay. So what -- as you sit here today,</p> <p>25 what do you recall that you were asking to be</p>
<p style="text-align: right;">Page 66</p> <p>1 E. Brooks</p> <p>2 Street premise?</p> <p>3 A. Say it again.</p> <p>4 MR. MARGOLIS: Can you read that</p> <p>5 back?</p> <p>6 (Whereupon, the record was read by</p> <p>7 the reporter.)</p> <p>8 A. No.</p> <p>9 Q. What was your understanding when you toured</p> <p>10 the 7th floor, as to what type of services you had</p> <p>11 intended to offer at that location?</p> <p>12 A. Well, we -- the -- let me explain this a</p> <p>13 little bit now. Of our clinics, okay, the</p> <p>14 Manhattan clinic was the only clinic that we</p> <p>15 operated that served adults only, okay. It was in</p> <p>16 the license, okay. And our plan was to add</p> <p>17 children, okay, to add children to the population.</p> <p>18 So that was a part of our formal request to OMH,</p> <p>19 okay. Just that, to add children to what we were</p> <p>20 currently doing.</p> <p>21 The reason -- and I shouldn't be saying</p> <p>22 this -- but the reason that even the question came</p> <p>23 up around it for the lease was I was looking ahead</p> <p>24 in case in the future we might be interested in</p> <p>25 doing some drug treatment, it would be in the</p>	<p style="text-align: right;">Page 68</p> <p>1 E. Brooks</p> <p>2 included in the lease as far as the use or the</p> <p>3 therapies to be provided at the West 27th Street</p> <p>4 location?</p> <p>5 A. Well, just our therapy to children and</p> <p>6 adults, okay, and we asked to have drug treatment</p> <p>7 put in the lease.</p> <p>8 Q. Okay.</p> <p>9 A. Those three things.</p> <p>10 Q. Okay. Do you recall asking for mental</p> <p>11 health to be included in the lease?</p> <p>12 A. Mental health counseling?</p> <p>13 Q. Yes?</p> <p>14 A. Well, mental health counseling and therapy,</p> <p>15 those are all synonymous, you know, the same thing.</p> <p>16 Q. Okay. And that's what you were doing at</p> <p>17 West 31st Street?</p> <p>18 A. That's correct.</p> <p>19 Q. Okay. So if you could just tell me, what</p> <p>20 does mental health counseling involve?</p> <p>21 A. Mental health counseling is the same as</p> <p>22 providing therapy. Okay. Everything is diagnosis</p> <p>23 driven, okay. If a person is diagnosed as having</p> <p>24 schizophrenia, okay, then that is the treatment</p> <p>25 that you provide for someone. You do an intake,</p>

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<p style="text-align: right;">Page 69</p> <p>1 E. Brooks</p> <p>2 you evaluate the symptom picture, you make a formal</p> <p>3 diagnosis.</p> <p>4 This is all has to be recorded in our</p> <p>5 notes. And then the prescribed treatment kind of</p> <p>6 based on the particular person as well. You know,</p> <p>7 in terms of do they need psychiatric medication or</p> <p>8 psychiatric -- and therapy, or just therapy. Okay.</p> <p>9 That's -- that's assessed and that's decided</p> <p>10 following an interview -- an intake interview with</p> <p>11 the patient.</p> <p>12 Q. Okay. And those intake interviews were</p> <p>13 expected to be -- take place at West 27th Street</p> <p>14 for example?</p> <p>15 A. Yes.</p> <p>16 Q. So there would be intake as part of the</p> <p>17 process. And then if the person continued with</p> <p>18 C.C.M.S., there would be therapy available on site</p> <p>19 in connection with whatever it was --</p> <p>20 A. The diagnosis.</p> <p>21 Q. -- that was concluded as the diagnosis?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. And was there any limitations in the</p> <p>24 mental health arena on the types of mental health</p> <p>25 therapy that was being offered?</p>	<p style="text-align: right;">Page 71</p> <p>1 E. Brooks</p> <p>2 get referrals from 108 different entities in the</p> <p>3 city. All of the clinic -- all of the hospitals</p> <p>4 that have psychiatric programs refer to us, and we</p> <p>5 then look at where the person's located, where</p> <p>6 their home might be, or which clinic might be more</p> <p>7 convenient for them.</p> <p>8 They could live in Queens, but they work in</p> <p>9 Manhattan, okay. So going to the Manhattan clinic</p> <p>10 would be more convenient for the client. So the</p> <p>11 initial assessment occurs at the central office</p> <p>12 with two intake people and the tenant -- director</p> <p>13 for the agency, okay, is asked to review the</p> <p>14 referral. Okay.</p> <p>15 The common issue that's been dealt with now</p> <p>16 since the pandemic is the increase in the amount of</p> <p>17 the suicides, okay, and patients who have attempted</p> <p>18 suicide, been hospitalized, and have been</p> <p>19 discharged to a clinic. Okay. So severe</p> <p>20 depression, okay, would be another diagnosis, okay,</p> <p>21 that would be common. Then we would work with</p> <p>22 depression, schizophrenia, psychotic conditions,</p> <p>23 okay, serious character disorder -- all --</p> <p>24 (Reporter clarification.)</p> <p>25 Q. What kind of disorder?</p>
<p style="text-align: right;">Page 70</p> <p>1 E. Brooks</p> <p>2 A. Were there any limitations?</p> <p>3 Q. Yeah. I mean, you gave an example before</p> <p>4 of like --</p> <p>5 A. Schizophrenia?</p> <p>6 Q. -- schizophrenia.</p> <p>7 A. Right.</p> <p>8 Q. So that's just one of many diagnoses,</p> <p>9 mental health diagnoses, correct?</p> <p>10 A. Yes.</p> <p>11 Q. And I'm assuming all the mental health</p> <p>12 diagnoses are referenced in the DSM book, right?</p> <p>13 A. That's correct.</p> <p>14 Q. So the DSM book has lots of different types</p> <p>15 of diagnoses, correct?</p> <p>16 A. Yes.</p> <p>17 Q. And did C.C.M.S. diagnose -- do intakes for</p> <p>18 people that had diagnoses other than schizophrenia?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. So other than schizophrenia, what</p> <p>21 other diagnoses were involved with people that were</p> <p>22 being treated at the West 31st Street premises?</p> <p>23 A. Let me clarify one piece now. We do</p> <p>24 central intake from our main clinic in Brooklyn.</p> <p>25 Okay. We have three intake coordinators, and we</p>	<p style="text-align: right;">Page 72</p> <p>1 E. Brooks</p> <p>2 A. Character --</p> <p>3 Q. Character disorder.</p> <p>4 A. -- disorder. All of the diagnoses in the</p> <p>5 DSM-III that you referenced, okay, would be</p> <p>6 potentially eligible. We still look at the case,</p> <p>7 okay. We -- many of the clients that we're getting</p> <p>8 now are also Asian because we have 60 Chinese and</p> <p>9 Indian therapists, okay. But again, they still</p> <p>10 have to have a psychiatric diagnosis, and that</p> <p>11 comes more in terms of who's paying for it. Okay,</p> <p>12 be eligible for Medicaid payment or the private</p> <p>13 insurance companies, okay, require a diagnosis,</p> <p>14 because the treatment's expensive, \$180 a session.</p> <p>15 Okay. So that's it.</p> <p>16 Q. Okay. And so as I understand from what you</p> <p>17 just said, the intake for the patient would be</p> <p>18 handled in the -- in a Brooklyn facility?</p> <p>19 A. Yes.</p> <p>20 Q. But for example, the Manhattan facility,</p> <p>21 whether it be the West 31st Street or any other</p> <p>22 location that it moved to, would be more of the</p> <p>23 treatment center?</p> <p>24 A. Yes. Yeah --</p> <p>25 Q. Not a center where they would do the</p>

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<p style="text-align: right;">Page 73</p> <p>1 E. Brooks</p> <p>2 initial intake?</p> <p>3 A. That's correct.</p> <p>4 Q. Okay.</p> <p>5 A. That's correct.</p> <p>6 Q. And the people that are going to the intake</p> <p>7 center who then are deployed to the various clinics</p> <p>8 throughout the city or wherever they're located,</p> <p>9 right, based on a psychological or psychiatric</p> <p>10 diagnosis, some are medicated, some are not</p> <p>11 medicated?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. And with respect to the therapists</p> <p>14 that work -- that were working in the West 31st</p> <p>15 Street premise, that would then be moving over to</p> <p>16 West 27th Street --</p> <p>17 A. Right.</p> <p>18 Q. -- assuming the sublease had gone through,</p> <p>19 did that involve people that were prescribing</p> <p>20 medication as well?</p> <p>21 A. Ask that again?</p> <p>22 Q. Withdrawn. Withdrawn.</p> <p>23 Personnel for C.C.M.S. that were working at</p> <p>24 West 21st Street, that if the sublease would have</p> <p>25 gone through, would have moved to West 27th</p>	<p style="text-align: right;">Page 75</p> <p>1 E. Brooks</p> <p>2 the reporter.)</p> <p>3 A. I did not describe what I just described to</p> <p>4 you a few minutes ago.</p> <p>5 Q. Okay. Any of what you described to me,</p> <p>6 or...</p> <p>7 A. Would it be easier for me to tell you what</p> <p>8 I said?</p> <p>9 Q. Well, let me ask you this.</p> <p>10 A. Okay.</p> <p>11 Q. Did you tell them about the 300 or so</p> <p>12 patients that were being transferred from 31st</p> <p>13 Street to 27th Street?</p> <p>14 A. Yes.</p> <p>15 Q. Did you tell them that you were offering</p> <p>16 mental health services to those people?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Did you have any discussions about</p> <p>19 the types of diagnoses that some of these people</p> <p>20 had?</p> <p>21 A. No.</p> <p>22 Q. Did you discuss medication in any way with</p> <p>23 the board?</p> <p>24 A. I don't remember.</p> <p>25 Q. Okay. Did you discuss that it would be</p>
<p style="text-align: right;">Page 74</p> <p>1 E. Brooks</p> <p>2 Street --</p> <p>3 A. Yes.</p> <p>4 Q. -- were those people licensed or qualified</p> <p>5 to prescribe medication?</p> <p>6 A. Yeah. The psychiatrist can prescribe</p> <p>7 medication. The psychiatric nurse practitioner can</p> <p>8 prescribe medication. These are the two</p> <p>9 disciplines that's involved in prescribing</p> <p>10 medication.</p> <p>11 Q. Okay. And these were people that were part</p> <p>12 of the 20 that were anticipated to take -- be on</p> <p>13 site at the West 27th Street location?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Now, when you met with the board of</p> <p>16 directors, and we'll get into more detail in a</p> <p>17 little bit about the interview itself, I would</p> <p>18 imagine that you -- just like you did very</p> <p>19 carefully, explained to the board all of these</p> <p>20 things relating to C.C.M.S., correct?</p> <p>21 A. Yes.</p> <p>22 MS. TURNER: Objection.</p> <p>23 Q. You can answer.</p> <p>24 A. Ask it again.</p> <p>25 (Whereupon, the record was read by</p>	<p style="text-align: right;">Page 76</p> <p>1 E. Brooks</p> <p>2 adults and adolescents?</p> <p>3 A. Yes.</p> <p>4 Q. Did you discuss that at some future point</p> <p>5 in time, not now, you might consider doing any type</p> <p>6 of drug treatment?</p> <p>7 A. No.</p> <p>8 Q. Why not?</p> <p>9 A. Thank you. I'm glad you asked that.</p> <p>10 Because it was all so very clear that the board did</p> <p>11 not want drug treatment in the building. We had</p> <p>12 agreed absolutely not only would we not provide</p> <p>13 drug treatment, but let's put it in the lease that</p> <p>14 we want --</p> <p>15 Q. Okay. When you said it was very clear that</p> <p>16 the board did not want drug treatment, how did you</p> <p>17 know the board didn't want drug treatment?</p> <p>18 A. Well, through the landlord.</p> <p>19 Q. Okay. So is it that the landlord told you</p> <p>20 they didn't want drug treatment, or the landlord</p> <p>21 told you that the board didn't want drug treatment?</p> <p>22 A. The landlord told me because the</p> <p>23 landlord -- I have 50 emails, okay, was -- said</p> <p>24 they was communicating with the president of the</p> <p>25 board, okay? And that they were trying to, you</p>

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<p style="text-align: right;">Page 77</p> <p>1 E. Brooks</p> <p>2 know, move this along and get it approved. And</p> <p>3 then the feedback that was coming was that drug</p> <p>4 treatment was not -- they weren't interested in our</p> <p>5 providing -- they didn't want our providing drug</p> <p>6 treatment in the building. So I thought about it</p> <p>7 for a couple of days, and I said that's fine. So</p> <p>8 we won't do it and put it in the lease. So there</p> <p>9 would be no reason for me to have -- it was not an</p> <p>10 issue.</p> <p>11 Q. Okay. So it's your position, it's your</p> <p>12 testimony today that the notion or the concept of</p> <p>13 drug treatment was not discussed at all?</p> <p>14 MS. TURNER: Objection.</p> <p>15 Q. You could answer.</p> <p>16 A. That's correct. It was not discussed.</p> <p>17 Q. Okay. So were the other use discussed?</p> <p>18 A. No.</p> <p>19 Q. So did -- the board didn't ask you any</p> <p>20 questions about what you intended to use the space</p> <p>21 for?</p> <p>22 A. Well, I told them what we intended to use</p> <p>23 the space for.</p> <p>24 Q. Right. Okay. So you told them that you</p> <p>25 intended to use it for mental health therapy and so</p>	<p style="text-align: right;">Page 79</p> <p>1 E. Brooks</p> <p>2 away in Manhattan. And the children that are</p> <p>3 attending that school with mental health problems</p> <p>4 would be referred to this clinic for eval- -- for</p> <p>5 assessment, diagnosis, and potential services.</p> <p>6 Q. And those children that you were -- you</p> <p>7 said you were focusing on that during the</p> <p>8 interview, what ages are we talking about?</p> <p>9 A. Well, we're talking about from two years</p> <p>10 old up. Okay? But with the initial group being</p> <p>11 from two to six, this is from two to six, but</p> <p>12 this -- these are limited -- this is called a</p> <p>13 Reflective Network Therapy. Okay. They're a</p> <p>14 famous, older than I am, child psychoanalyst.</p> <p>15 Dr. Gilbert Kliman, okay, is the founder of this</p> <p>16 concept which is very, very famous, okay. We would</p> <p>17 be implementing a little sample of that in terms of</p> <p>18 having six to eight little children in a room</p> <p>19 receiving this very special type of therapy. Okay.</p> <p>20 Q. Okay. So just so I'm clear, because I</p> <p>21 think you mentioned that you spent time during the</p> <p>22 interview speaking about the children, that you</p> <p>23 communicated that that was something that was now</p> <p>24 going to be a new enhancement to C.C.M.S., that you</p> <p>25 were looking to bring on that type of special</p>
<p style="text-align: right;">Page 78</p> <p>1 E. Brooks</p> <p>2 forth, correct?</p> <p>3 A. Yes. But I told them that we would -- I</p> <p>4 talked more about the children that we would be</p> <p>5 serving which was new. We would be adding children</p> <p>6 to it.</p> <p>7 Q. Okay. So of the 300 that were transferring</p> <p>8 over, those were adolescents?</p> <p>9 A. No. Those were adults.</p> <p>10 Q. Those were adults. And then what was the</p> <p>11 plan for how many children you were anticipating</p> <p>12 adding?</p> <p>13 A. We would be adding children from -- because</p> <p>14 we have a waiting list for children, okay. This</p> <p>15 was an underserved population, okay, but the same</p> <p>16 central intake would then have another clinic to be</p> <p>17 referring children to. Now, children being</p> <p>18 referred to us are assigned to one of the other</p> <p>19 three clinics in Brooklyn, okay. But we're going</p> <p>20 to add -- if we would add Manhattan, now as the</p> <p>21 children are referred, we'd refer them to the</p> <p>22 Manhattan clinic. We have --</p> <p>23 Q. How many --</p> <p>24 A. -- affiliation with the Landmarks High</p> <p>25 School, which is -- everything is four, six blocks</p>	<p style="text-align: right;">Page 80</p> <p>1 E. Brooks</p> <p>2 treatment of these younger children as you just</p> <p>3 described, correct?</p> <p>4 MS. TURNER: Objection.</p> <p>5 Q. You can answer the question.</p> <p>6 A. That's correct.</p> <p>7 Q. Okay. Thank you.</p> <p>8 (Whereupon, a recess was taken at</p> <p>9 this time.)</p> <p>10 Q. Okay. We're back on the record.</p> <p>11 This is a reminder, Mr. Brooks, you're</p> <p>12 still under oath. Every time we go off and we go</p> <p>13 back on, you're still under oath every time we go</p> <p>14 back on the record. Until we say that this is</p> <p>15 finished, you remain under oath, okay?</p> <p>16 A. I understand.</p> <p>17 Q. Okay. Good. So when we last were here, we</p> <p>18 were talking about your discussions with the</p> <p>19 broker, about what they understood the landlord and</p> <p>20 the broker -- and the board wanting or not wanting</p> <p>21 as it related to the use of the premises.</p> <p>22 Specifically we were talking about the drug</p> <p>23 treatment.</p> <p>24 What was your understanding about the</p> <p>25 approval process that you, C.C.M.S., would have to</p>

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<p style="text-align: right;">Page 81</p> <p>1 E. Brooks</p> <p>2 go through in order for the sublease to be</p> <p>3 approved?</p> <p>4 A. Well, my understanding was that we needed</p> <p>5 six votes of the board of directors to approve of</p> <p>6 the -- the application.</p> <p>7 Q. And that -- I think you testified earlier</p> <p>8 that had been communicated to you by the broker,</p> <p>9 correct?</p> <p>10 A. Yes.</p> <p>11 Q. And he had communicated that the landlord,</p> <p>12 Nigel, Saul, were two votes, the president was</p> <p>13 three, Marc Paturet, and then there was one needed?</p> <p>14 A. Yes.</p> <p>15 Q. Did you understand at any point in your</p> <p>16 negotiations with the landlord, Oxford, that you</p> <p>17 would have to be interviewed by the board?</p> <p>18 A. No.</p> <p>19 Q. Did you have any understanding that you</p> <p>20 would have to make any type of submission of</p> <p>21 materials about C.C.M.S. or otherwise in order to</p> <p>22 obtain the board's approval?</p> <p>23 A. No.</p> <p>24 Q. And with respect to my prior question with</p> <p>25 respect to the interview, did there, at some point,</p>	<p style="text-align: right;">Page 83</p> <p>1 E. Brooks</p> <p>2 time that you learned that you would have to submit</p> <p>3 some application?</p> <p>4 A. Around the same time.</p> <p>5 Q. Okay.</p> <p>6 A. (Unintelligible) December.</p> <p>7 Q. Okay. And was that the first time that you</p> <p>8 learned that?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. So at no time prior to that date in</p> <p>11 late December did the broker, Mr. King, ever tell</p> <p>12 you that you needed to make a submission, correct?</p> <p>13 A. That's right.</p> <p>14 Q. And at no time prior to that did your</p> <p>15 landlord -- the landlord rather, Oxford -- and when</p> <p>16 I said Oxford, I also mean Nigel and Saul. Any of</p> <p>17 those, the corporation, the Oxford entity, or Nigel</p> <p>18 or Saul tell you you have to submit an application,</p> <p>19 correct?</p> <p>20 A. That's correct.</p> <p>21 Q. You mentioned that you did believe that you</p> <p>22 needed six votes.</p> <p>23 A. Yes.</p> <p>24 Q. And that the broker had communicated that</p> <p>25 you had five?</p>
<p style="text-align: right;">Page 82</p> <p>1 E. Brooks</p> <p>2 come a time that you did learn that it was a</p> <p>3 requirement of the board of directors in order to</p> <p>4 evaluate approval of the sublease, that there had</p> <p>5 to be an interview?</p> <p>6 A. You said did I at some point learn that?</p> <p>7 Q. Yes.</p> <p>8 A. Yes.</p> <p>9 Q. Okay. When did you learn that?</p> <p>10 A. In late December.</p> <p>11 Q. Okay. And that's 2019, correct?</p> <p>12 A. Yes.</p> <p>13 Q. Okay. Who told you that?</p> <p>14 A. The broker.</p> <p>15 Q. So at no point prior to late December 2019</p> <p>16 did your broker ever tell you that you would need</p> <p>17 to have an interview in order to obtain the board's</p> <p>18 approval for the sublease, correct?</p> <p>19 A. That's correct.</p> <p>20 Q. And at no point prior to the end of</p> <p>21 December were you ever told by the landlord about</p> <p>22 the interview, correct?</p> <p>23 A. Right.</p> <p>24 Q. What about the submission, any type of</p> <p>25 submission? Were you ever told -- did there come a</p>	<p style="text-align: right;">Page 84</p> <p>1 E. Brooks</p> <p>2 A. Yes.</p> <p>3 Q. Did there come a time that you learned that</p> <p>4 you had the sixth vote?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Who communicated that to you?</p> <p>7 A. The broker.</p> <p>8 Q. Robert King?</p> <p>9 A. Robert King.</p> <p>10 Q. And what did he tell you in terms of having</p> <p>11 obtained the sixth vote?</p> <p>12 A. Well, let me just -- can I correct myself</p> <p>13 on this?</p> <p>14 Q. Sure.</p> <p>15 A. He told me that that was -- that he was</p> <p>16 told by the landlord, okay, that we -- that he had</p> <p>17 approval. That we had approval. And that is what</p> <p>18 triggered our then coming into the space with that</p> <p>19 approval and setting up the data -- the data</p> <p>20 system, okay, and telephone system and getting</p> <p>21 ready to move in and order furniture. Because --</p> <p>22 So we felt that we were close to getting</p> <p>23 the final -- and we got the emails from the broker</p> <p>24 and from conversation with the broker saying he was</p> <p>25 very happy. He just spoke to Nigel, okay, and we</p>

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<p style="text-align: right;">Page 85</p> <p>1 E. Brooks</p> <p>2 should be able to get you in it in the next couple</p> <p>3 of days. So this was what was communicated to me</p> <p>4 by Robert King. And he -- there was no concern.</p> <p>5 Q. Okay. Did Robert King ever show you at or</p> <p>6 around this time, when he told you you could get</p> <p>7 ready to do the IT and the cabling and the</p> <p>8 furniture installation, any form of documentation</p> <p>9 from the board that they had approved?</p> <p>10 A. No.</p> <p>11 Q. Did the landlord -- did you see anything --</p> <p>12 did the landlord send you -- and when I say the</p> <p>13 landlord, again, we're talking Oxford and we're</p> <p>14 also talking Nigel and Saul or either one. Did</p> <p>15 they send you anything from the board of directors</p> <p>16 that said that the sublease was approved?</p> <p>17 A. No.</p> <p>18 Q. Did you ask either Robert or the landlord</p> <p>19 for something in writing from the board of</p> <p>20 directors of the co-op indicating that the sublease</p> <p>21 had been approved?</p> <p>22 A. No. I saw no reason to do that.</p> <p>23 Q. And why did you see no reason to do that?</p> <p>24 A. Because if the -- if the organization was</p> <p>25 allowing me to set up our offices, prepare a lease,</p>	<p style="text-align: right;">Page 87</p> <p>1 E. Brooks</p> <p>2 Q. And Robert King was your broker, correct?</p> <p>3 A. Yes.</p> <p>4 Q. And you knew that it was a co-op building,</p> <p>5 did you not?</p> <p>6 A. Yes.</p> <p>7 MS. TURNER: Objection.</p> <p>8 MR. MARGOLIS: Okay.</p> <p>9 THE WITNESS: I'm sorry.</p> <p>10 Q. Prior to the -- finding out that you needed</p> <p>11 to submit an application and have an interview in</p> <p>12 late December, okay, had you communicated at any</p> <p>13 time in the process up to that point in time with</p> <p>14 any members of the board of directors?</p> <p>15 A. No.</p> <p>16 Q. You indicated that you were told that you</p> <p>17 had the three votes of Mr. Paturret, the president</p> <p>18 of the board. Did you, at any point in time, see</p> <p>19 anything in writing confirming that prior to the</p> <p>20 interview?</p> <p>21 A. No.</p> <p>22 Q. Okay. Did you ever ask Mr. King to provide</p> <p>23 anything in writing relating to those five votes?</p> <p>24 A. No.</p> <p>25 Q. Did at any point in time anybody</p>
<p style="text-align: right;">Page 86</p> <p>1 E. Brooks</p> <p>2 that they were hiring an attorney to prepare a</p> <p>3 lease, and they had seemed interested in us as</p> <p>4 tenants over the four months, I would have had no</p> <p>5 reason to have been questioning. Because they</p> <p>6 could simply, if they didn't want us in the</p> <p>7 building, they could simply have said at any time</p> <p>8 up to that, we -- in thinking about it, we don't</p> <p>9 want you.</p> <p>10 Maybe you've got too much -- whatever it</p> <p>11 is, they could have said what 90 percent of the</p> <p>12 landlords say when they don't want you in the</p> <p>13 building, is that we don't want the kind of traffic</p> <p>14 that a nonprofit would be in terms of its clients</p> <p>15 coming in for service would represent. So --</p> <p>16 Q. Okay. Let me stop you there. And they</p> <p>17 never told you that, the landlord, correct? They</p> <p>18 showed you that they were very much interested in</p> <p>19 you coming aboard, correct?</p> <p>20 A. Yes. Yes.</p> <p>21 Q. Okay. But they never provided you with</p> <p>22 anything from the board of directors, correct?</p> <p>23 A. No.</p> <p>24 Q. Neither did Robert King, correct?</p> <p>25 A. Correct.</p>	<p style="text-align: right;">Page 88</p> <p>1 E. Brooks</p> <p>2 communicate to you, whether it be Robert King the</p> <p>3 broker or the landlord, Saul, or Nigel, who the</p> <p>4 sixth vote was?</p> <p>5 A. No.</p> <p>6 Q. At any point in time, did you ask to see --</p> <p>7 ask, meaning of Robert King or the landlord, Nigel</p> <p>8 or Saul, any documentation that would have</p> <p>9 supported the conclusion that you needed six votes?</p> <p>10 MS. TURNER: Objection.</p> <p>11 Q. You could answer.</p> <p>12 MS. TURNER: You could answer.</p> <p>13 A. No.</p> <p>14 Q. Do you recall as you sit here today when</p> <p>15 you signed the sublease?</p> <p>16 A. Yes.</p> <p>17 Q. When did you sign the sublease?</p> <p>18 A. December 18, 2019.</p> <p>19 Q. And do you know when Oxford signed the</p> <p>20 sublease?</p> <p>21 A. I don't think they did. I don't know.</p> <p>22 Q. Have you ever seen a copy of the sublease</p> <p>23 signed by them?</p> <p>24 A. No.</p> <p>25 Q. Did you ever ask them for a copy of the</p>

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<p style="text-align: right;">Page 89</p> <p>1 E. Brooks</p> <p>2 signed lease?</p> <p>3 A. We begged for it. Yes.</p> <p>4 Q. And when you say we --</p> <p>5 A. Me and the broker.</p> <p>6 Q. Okay. And --</p> <p>7 A. I asked the broker and the broker asked</p> <p>8 them for it.</p> <p>9 Q. Okay. So when you --</p> <p>10 A. And the broker was asking them for the keys</p> <p>11 to let us in to bring our furniture.</p> <p>12 Q. Okay. Prior to the broker asking for the</p> <p>13 keys so that you can bring in furniture, what did</p> <p>14 you say to Robert King about getting a signed copy</p> <p>15 of the lease?</p> <p>16 A. I don't think I said anything to him about</p> <p>17 that.</p> <p>18 Q. Okay. Well, at the time, at or about the</p> <p>19 time that you signed the sublease, right?</p> <p>20 A. Mm-hmm.</p> <p>21 Q. Had you started to make arrangements to --</p> <p>22 for the cabling and the furniture?</p> <p>23 A. We had already done the cabling. That was</p> <p>24 done four, five weeks earlier than that.</p> <p>25 Q. When you said you had already done it,</p>	<p style="text-align: right;">Page 91</p> <p>1 E. Brooks</p> <p>2 them, okay, in case anything happened in the moving</p> <p>3 in.</p> <p>4 Q. Do you know if that certificate of</p> <p>5 insurance also covered the board of directors or</p> <p>6 the corporation?</p> <p>7 A. I think so.</p> <p>8 Q. Do you know if the landlord ever</p> <p>9 communicated to the board of directors that they</p> <p>10 were providing C.C.M.S. with authority to install</p> <p>11 the cabling?</p> <p>12 A. I don't know.</p> <p>13 Q. Did you ever see anything in writing?</p> <p>14 A. No. I didn't need to.</p> <p>15 Q. I didn't ask you if you needed to. I'm</p> <p>16 just asking you if you did.</p> <p>17 A. No.</p> <p>18 Q. And you said you didn't -- why do you say</p> <p>19 you didn't need to?</p> <p>20 A. I had no reason to have been trust -- not</p> <p>21 trusting them.</p> <p>22 Q. When you say them, who are you referring</p> <p>23 to?</p> <p>24 A. The landlord -- the landlord and whoever</p> <p>25 controlled the 7th floor that we were interested in</p>
<p style="text-align: right;">Page 90</p> <p>1 E. Brooks</p> <p>2 meaning it had come on premise?</p> <p>3 (Simultaneous speakers.)</p> <p>4 A. Yes, come on the premises and completed</p> <p>5 the --</p> <p>6 Q. Okay.</p> <p>7 A. -- data information.</p> <p>8 Q. Okay. Who provided you with access to do</p> <p>9 that?</p> <p>10 A. The super, the super of the building.</p> <p>11 Q. Do you know if the super ever discussed</p> <p>12 that with the board of directors?</p> <p>13 A. He discussed with the landlord. I don't</p> <p>14 know if he discussed with the board of directors.</p> <p>15 Q. How do you know he discussed it with the</p> <p>16 landlord?</p> <p>17 A. Because he said so, that we were authorized</p> <p>18 to come in. Okay. We were stopped from coming in</p> <p>19 with the furniture because we didn't have</p> <p>20 authoriza- -- they said they didn't authorize that.</p> <p>21 The landlord had asked for a certificate of</p> <p>22 insurance saying, according to the broker now, that</p> <p>23 something could get damaged. We want to make sure</p> <p>24 you have coverage. And we immediately called our</p> <p>25 brokers and got an insurance statement covering</p>	<p style="text-align: right;">Page 92</p> <p>1 E. Brooks</p> <p>2 leasing or subleasing. I thought that they were</p> <p>3 interested in us and...</p> <p>4 Q. Well, even if they were interested in you,</p> <p>5 they were interested in you --</p> <p>6 Withdrawn.</p> <p>7 Are you saying it wasn't in your mind to</p> <p>8 think that there was some oversight over the</p> <p>9 landlord that was part of the process of having you</p> <p>10 move into the building?</p> <p>11 MS. TURNER: Objection. Leading.</p> <p>12 Q. You can answer.</p> <p>13 A. I'm thinking that he has control with</p> <p>14 having the three votes from the president and the</p> <p>15 two votes that they have, and that that -- I</p> <p>16 thought he would be able to accomplish getting</p> <p>17 approval for us.</p> <p>18 Q. Right. But what was the basis for your</p> <p>19 thinking? You didn't see anything in writing, did</p> <p>20 you?</p> <p>21 A. No.</p> <p>22 Q. Okay.</p> <p>23 A. Can I answer you though?</p> <p>24 Q. No.</p> <p>25 A. You asked a question.</p>

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<p style="text-align: right;">Page 93</p> <p>1 E. Brooks</p> <p>2 Q. I have my answer.</p> <p>3 A. You got your answer.</p> <p>4 Q. Thank you. I have my answer.</p> <p>5 As of the time that you signed the</p> <p>6 sublease, had you seen any communication from the</p> <p>7 board approving that sublease?</p> <p>8 A. No.</p> <p>9 Q. Did you read the sublease?</p> <p>10 A. Oh, the sublease, the sublease application.</p> <p>11 Q. No. The sublease.</p> <p>12 A. Oh, the lease itself, okay. Did I read it?</p> <p>13 Yes.</p> <p>14 Q. Were you aware that it contained provisions</p> <p>15 that said that the board needed to approve the</p> <p>16 sublease?</p> <p>17 A. I remember seeing that.</p> <p>18 Q. When you signed the sublease, did you ask</p> <p>19 anybody if you had -- do we have anything in</p> <p>20 writing from the board approving the sublease?</p> <p>21 A. No.</p> <p>22 Q. You mentioned a woman by the name of Diana</p> <p>23 Lee?</p> <p>24 A. Yes.</p> <p>25 Q. Who was she?</p>	<p style="text-align: right;">Page 95</p> <p>1 E. Brooks</p> <p>2 not to answer.</p> <p>3 MR. MARGOLIS: Okay. Noted. We'll</p> <p>4 mark it for a ruling.</p> <p>5 Q. What do you recall being the start date for</p> <p>6 the lease?</p> <p>7 A. What do I recall as the start date?</p> <p>8 Q. Mm-hmm.</p> <p>9 A. I don't know. It was -- it was -- I think</p> <p>10 the end of December because we had to move by then.</p> <p>11 So everyone was, I thought, aiming for that.</p> <p>12 Q. When you asked Robert King, begging --</p> <p>13 begging him for a copy of the countersigned</p> <p>14 sublease, did you ask him why are we not getting</p> <p>15 the lease?</p> <p>16 A. Yes.</p> <p>17 Q. And what did he tell you?</p> <p>18 A. He didn't know. I mean, he was upset with</p> <p>19 it. He was upset and just saying that people had</p> <p>20 been lying to him.</p> <p>21 Q. Okay. And when you say he said people were</p> <p>22 lying to him --</p> <p>23 (Simultaneous speakers.)</p> <p>24 A. He told me --</p> <p>25 Q. -- who did he think was lying to him?</p>
<p style="text-align: right;">Page 94</p> <p>1 E. Brooks</p> <p>2 A. She was the attorney that negotiated the</p> <p>3 lease.</p> <p>4 Q. So she was representing C.C.M.S. in</p> <p>5 connection with the lease transaction?</p> <p>6 A. Yes.</p> <p>7 Q. Did you ever provide her with any type of</p> <p>8 documentation from the board of directors saying</p> <p>9 that they were approving the lease?</p> <p>10 A. No.</p> <p>11 Q. Did you discuss --</p> <p>12 Withdrawn.</p> <p>13 Did you discuss with Diana Lee the need for</p> <p>14 board approval?</p> <p>15 MS. TURNER: Objection.</p> <p>16 Mr. Brooks, I'm going to instruct</p> <p>17 you any conversations with your formal</p> <p>18 counsel is privileged.</p> <p>19 MR. MARGOLIS: You waived all that.</p> <p>20 You've produced all those communications.</p> <p>21 MS. TURNER: Then you can show him.</p> <p>22 MR. MARGOLIS: Okay. But that's</p> <p>23 still -- you waived the privilege. It</p> <p>24 doesn't prevent him from testifying.</p> <p>25 MS. TURNER: I'm instructing him</p>	<p style="text-align: right;">Page 96</p> <p>1 E. Brooks</p> <p>2 A. The broker -- I mean, the landlord, Nigel</p> <p>3 and Saul.</p> <p>4 Q. Nigel.</p> <p>5 A. Nigel and Saul.</p> <p>6 Q. And did you ask him why do you think</p> <p>7 they're lying?</p> <p>8 A. Because they told him that they had board</p> <p>9 approval -- board approval to get this done. He</p> <p>10 also, excuse me, lied in terms of that we had to</p> <p>11 have a meeting, that they hadn't mentioned that in</p> <p>12 four months, in the four months of -- and that</p> <p>13 common sense would have said that rather than</p> <p>14 having them spend all this money on the developing</p> <p>15 of the lease, having us come in and put all of this</p> <p>16 equipment in there, that why not have me go see the</p> <p>17 board then and see if the board was acceptable of</p> <p>18 us.</p> <p>19 Q. So King was expressing to you that he was</p> <p>20 upset that they had put C.C.M.S. through this, if</p> <p>21 they knew that you had to apply or that you need to</p> <p>22 have an interview, that they should have told you</p> <p>23 this sooner?</p> <p>24 A. Yes.</p> <p>25 MS. TURNER: Objection.</p>

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<p style="text-align: right;">Page 97</p> <p>1 E. Brooks</p> <p>2 THE WITNESS: I'm sorry.</p> <p>3 A. They should have just arranged it sooner,</p> <p>4 just...</p> <p>5 Q. How did you meet Robert King?</p> <p>6 A. We were looking for space a couple of years</p> <p>7 earlier and he was one of the brokers in Manhattan.</p> <p>8 We had several, and he was one of them. And it was</p> <p>9 routine. It was a routine. Keep in mind that we</p> <p>10 lease space in addition to the clinic space. So</p> <p>11 it's something that we -- that's a part of what we</p> <p>12 do, you know, we get a new program, and, you know,</p> <p>13 sometimes you have to lease new space for the staff</p> <p>14 to operate the program.</p> <p>15 Q. So how many years before this deal that you</p> <p>16 were working on for the West 27th Street premises</p> <p>17 had you been working with Robert King?</p> <p>18 A. With Robert King? I would say maybe two or</p> <p>19 three years.</p> <p>20 Q. And at the time that you first were</p> <p>21 introduced to Robert King, what was your</p> <p>22 understanding of his experience?</p> <p>23 A. Oh, I was very impressed because he had had</p> <p>24 30 years, that was what I was told, 30 years of</p> <p>25 experience in leasing space in Manhattan. This was</p>	<p style="text-align: right;">Page 99</p> <p>1 E. Brooks</p> <p>2 concerned with that.</p> <p>3 Q. So you've testified you've lived in a co-op</p> <p>4 for 25 years. Where is that co-op located?</p> <p>5 A. 16th Street in Manhattan.</p> <p>6 Q. And when -- does that co-op have a managing</p> <p>7 agent?</p> <p>8 A. Yes.</p> <p>9 Q. Who's the managing agent?</p> <p>10 A. MD -- MD --</p> <p>11 Q. Square.</p> <p>12 A. Yeah, MD Square.</p> <p>13 Q. Okay. I know them.</p> <p>14 So it's MD with a superscript 2?</p> <p>15 A. Yeah.</p> <p>16 Q. Were they the managing agent 25 years ago?</p> <p>17 A. No.</p> <p>18 Q. I didn't think so.</p> <p>19 A. No, no, no.</p> <p>20 Q. Who was the managing agent then?</p> <p>21 A. I can't remember. There have been several.</p> <p>22 There have been several managing agents since I</p> <p>23 think everyone was disappointed with them.</p> <p>24 Q. Okay. When you sought to buy your co-op 25</p> <p>25 years ago, did you have to submit an application to</p>
<p style="text-align: right;">Page 98</p> <p>1 E. Brooks</p> <p>2 the reason we used him rather than one of the other</p> <p>3 brokers that we had worked with that leases -- that</p> <p>4 works with clients all over the city. But he would</p> <p>5 focalize -- he specialized in the area that we were</p> <p>6 looking. He even knew the owner of the building at</p> <p>7 115 West 31st Street. Okay.</p> <p>8 Q. So when Mr. King introduced you to Oxford</p> <p>9 and the West 27th Street building, did you ask him</p> <p>10 what experience he had with leasing within a co-op?</p> <p>11 A. No.</p> <p>12 Q. Are you aware that leasing within a co-op</p> <p>13 building requires different know-how than leasing</p> <p>14 from a landlord?</p> <p>15 A. Yes.</p> <p>16 Q. Did you know that then?</p> <p>17 A. I think I knew that then. But also it</p> <p>18 would have made no sense for me to have insulted</p> <p>19 Bob King in asking him something like that.</p> <p>20 Q. I'm not suggesting you should have insulted</p> <p>21 him. I'm just asking whether you ever asked him</p> <p>22 whether or not he had experience in a lease</p> <p>23 transaction in a co-op building.</p> <p>24 A. I didn't have enough experience myself with</p> <p>25 doing that to have known to have even been</p>	<p style="text-align: right;">Page 100</p> <p>1 E. Brooks</p> <p>2 the board?</p> <p>3 A. We had to submit an application and we had</p> <p>4 to have an interview, my wife and I.</p> <p>5 Q. And in connection with that application,</p> <p>6 did you have to submit, like, financials?</p> <p>7 A. I would think so. I think so.</p> <p>8 Q. Information about your employment?</p> <p>9 A. (No verbal response.)</p> <p>10 Q. Yes?</p> <p>11 A. Yes.</p> <p>12 Q. Did you have to supply bank statements?</p> <p>13 A. I think so.</p> <p>14 Q. And do you recall doing something like that</p> <p>15 25 years ago when you bought the co-op?</p> <p>16 A. Yes.</p> <p>17 Q. And did you have an interview?</p> <p>18 A. Yes.</p> <p>19 Q. And prior to the interview when you bought</p> <p>20 your apartment, did you know whether you had been</p> <p>21 approved or not approved by the co-op?</p> <p>22 A. You said prior to my interview, no.</p> <p>23 Q. And then at some point you had your</p> <p>24 interview, correct?</p> <p>25 A. Yes.</p>

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<p style="text-align: right;">Page 101</p> <p>1 E. Brooks</p> <p>2 Q. And then at some point somebody</p> <p>3 communicated to you that the board had approved</p> <p>4 your purchase of the co-op, correct?</p> <p>5 A. Yes.</p> <p>6 Q. And then you bought the co-op?</p> <p>7 A. Yes.</p> <p>8 Q. So having gone through that experience in</p> <p>9 the past, why did you not ask anybody about that in</p> <p>10 connection with your sublease at a co-op building</p> <p>11 on West 27th Street?</p> <p>12 A. Because I thought that in four months</p> <p>13 someone would have said something that you needed</p> <p>14 to have an interview.</p> <p>15 Q. Okay.</p> <p>16 A. And that it was perfectly logical to me</p> <p>17 that the -- the landlord was saying I need six</p> <p>18 votes; I have five, and we'll get the other vote.</p> <p>19 And then that's it. No one mentioned anything</p> <p>20 about a meeting, and that seemed perfectly</p> <p>21 understandable to me and logical, you know --</p> <p>22 Q. And when you said someone should have said</p> <p>23 something, just so we're clear about this, who are</p> <p>24 you referring to when you say somebody should have</p> <p>25 said something?</p>	<p style="text-align: right;">Page 103</p> <p>1 E. Brooks</p> <p>2 Civil Action." And then three pages in it says,</p> <p>3 "complaint."</p> <p>4 A. Okay.</p> <p>5 Q. Okay. And then the complaint is a 19-page</p> <p>6 complaint.</p> <p>7 I'll represent that this is a copy of the</p> <p>8 lawsuit complaint filed by C.C.M.S., which is</p> <p>9 currently pending in the southern district of New</p> <p>10 York, okay?</p> <p>11 A. Yes.</p> <p>12 Q. Have you seen this before?</p> <p>13 A. Yes.</p> <p>14 Q. Now, if you take a look at the last page on</p> <p>15 Page 19, the document is signed by Tristan Loanzon.</p> <p>16 Do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. And that was your attorney prior to</p> <p>19 Ms. Turner's firm, correct?</p> <p>20 A. Yes.</p> <p>21 Q. When was the first time that you reviewed</p> <p>22 this document?</p> <p>23 A. What date was that submitted? Oh, May 1st</p> <p>24 it was submitted. May 1st of 2020. I would have</p> <p>25 reviewed it three or four days before it was</p>
<p style="text-align: right;">Page 102</p> <p>1 E. Brooks</p> <p>2 A. The broker, Nigel, or Saul.</p> <p>3 Q. So none of them said anything?</p> <p>4 A. None of them said anything.</p> <p>5 Q. And Robert King is somebody that you worked</p> <p>6 with before?</p> <p>7 A. Yes.</p> <p>8 Q. And Robert King is somebody that you're</p> <p>9 still working with, correct?</p> <p>10 A. Yes.</p> <p>11 Q. But you never asked. You just assumed they</p> <p>12 would have told you if you needed something more,</p> <p>13 correct?</p> <p>14 A. Yes.</p> <p>15 MS. TURNER: Objection.</p> <p>16 Q. The answer was yes, correct?</p> <p>17 A. Yes.</p> <p>18 MR. MARGOLIS: Okay. So let's have</p> <p>19 this marked as Defendants' Exhibit B.</p> <p>20 (Defendants' Exhibit B, multi-page</p> <p>21 document, was marked for identification.)</p> <p>22 Q. Okay. Mr. Brooks, I'm showing you what's</p> <p>23 been marked as Exhibit B -- Defendants' Exhibit B.</p> <p>24 Just -- you can flip through it. It's a multipage</p> <p>25 document. The cover sheet says, "Summons in a</p>	<p style="text-align: right;">Page 104</p> <p>1 E. Brooks</p> <p>2 submitted.</p> <p>3 Q. So you recall reviewing it before May 1,</p> <p>4 2020?</p> <p>5 A. Oh, yes. Yes.</p> <p>6 Q. And you approved Mr. Loanzon's filing of</p> <p>7 this document?</p> <p>8 A. Yes.</p> <p>9 Q. And to your understanding, everything</p> <p>10 contained herein is true to the best of your</p> <p>11 knowledge?</p> <p>12 A. You mean now or then?</p> <p>13 Q. Then.</p> <p>14 A. I thought it was true then.</p> <p>15 Q. Have you come to learn that things are not</p> <p>16 true in there today?</p> <p>17 A. Yes.</p> <p>18 Q. What are you referring to?</p> <p>19 A. Well, the reference to Nigel as being on</p> <p>20 the board. I thought that he was on the board and</p> <p>21 it was shown that way. And that's not -- doesn't</p> <p>22 seem to be true.</p> <p>23 Q. Okay. So you came to learn that Nigel was</p> <p>24 never on the board, correct?</p> <p>25 A. Yes.</p>

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<p style="text-align: right;">Page 105</p> <p>1 E. Brooks</p> <p>2 Q. And how did you come to learn that?</p> <p>3 A. The response to the suit against Nigel and</p> <p>4 his firm, their response to that, and then we did</p> <p>5 check. And no, he was just a shareholder. We</p> <p>6 didn't -- but not on the board.</p> <p>7 Q. Okay. He was present though during your</p> <p>8 interview, right?</p> <p>9 A. Yes, sitting right next to me.</p> <p>10 Q. Did he ever introduce himself as a member</p> <p>11 of the board?</p> <p>12 A. Only time I was in his presence was at that</p> <p>13 meeting.</p> <p>14 Q. Okay. But when I say introduced himself as</p> <p>15 a member of the board, by in person or by email.</p> <p>16 Did he ever represent to you that he was a member</p> <p>17 of the board?</p> <p>18 A. No.</p> <p>19 Q. Did he ever represent to you that Saul was</p> <p>20 a member of the board?</p> <p>21 A. No.</p> <p>22 Q. Did you ever see any documentation that</p> <p>23 either Nigel or Saul were members of the board?</p> <p>24 A. No.</p> <p>25 Q. Anything other than the allegations</p>	<p style="text-align: right;">Page 107</p> <p>1 E. Brooks</p> <p>2 A. I really need to study this very carefully,</p> <p>3 you know. I don't want to give you an answer so</p> <p>4 that -- and then I've overlooked five things in</p> <p>5 here that I disagreed with.</p> <p>6 Q. Okay. That's fair.</p> <p>7 A. Is that fair?</p> <p>8 Q. That's fair. So let me ask you to turn to</p> <p>9 paragraph 1 which is on page -- at the bottom.</p> <p>10 It's Page 2. It's Page 1 into Page 2.</p> <p>11 A. Okay.</p> <p>12 Q. And I'm going to direct your attention to</p> <p>13 Page 2, at the top which is the second half of</p> <p>14 paragraph 1. It says, "The sublease had a start</p> <p>15 date of December 15, 2019." It's midway down.</p> <p>16 Do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. And then about two lines down it</p> <p>19 says, "But the sublease did not start on December</p> <p>20 15, 2019, because Defendants delayed scheduling the</p> <p>21 board interview for the approval of the sublease."</p> <p>22 Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. Okay. Do you know what the term</p> <p>25 "defendants" mean?</p>
<p style="text-align: right;">Page 106</p> <p>1 E. Brooks</p> <p>2 relating to Nigel being on the board, anything else</p> <p>3 that you recall as you sit here today is incorrect</p> <p>4 as stated in this document?</p> <p>5 A. Can I take a quick minute to look through</p> <p>6 it?</p> <p>7 Q. You can take as long as you need.</p> <p>8 A. Just a couple of minutes.</p> <p>9 Am I being asked to confirm that this is --</p> <p>10 that this is true? Can you ask your question again</p> <p>11 to me?</p> <p>12 Q. I asked you before if you believe that</p> <p>13 everything that was pled or articulated in this</p> <p>14 document, Exhibit B, was true. And you said, Yes</p> <p>15 except.</p> <p>16 A. Okay. Okay. At the time. Okay. But</p> <p>17 you're saying even now in looking at it, is that</p> <p>18 the -- that's what you're asking me now?</p> <p>19 Q. Yes. And you said no.</p> <p>20 Now, you came to learn that some things are</p> <p>21 not true that are alleged in here. And you gave an</p> <p>22 example before of Mr. Nigel -- or not Mr. Nigel,</p> <p>23 Nigel not being a member of the board. I'm asking</p> <p>24 you if there's anything else that you can identify</p> <p>25 today as being not true?</p>	<p style="text-align: right;">Page 108</p> <p>1 E. Brooks</p> <p>2 A. Yes.</p> <p>3 Q. Okay. So take a look at the first page of</p> <p>4 this document. And you'll see at the top it says,</p> <p>5 "C.C.M.S. d/b/a Community Counseling, Plaintiff</p> <p>6 versus," and then there's a bunch of names.</p> <p>7 Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. Then it says, "defendants."</p> <p>10 A. Yes.</p> <p>11 Q. So when it says, "Defendants delayed</p> <p>12 scheduling the board interview for the approval of</p> <p>13 the sublease," who did you mean by defendants in</p> <p>14 this document?</p> <p>15 A. At the time we meant the people that are on</p> <p>16 here, the board members, the -- the names that are</p> <p>17 on here.</p> <p>18 Q. Okay. So what is the basis for the board</p> <p>19 members being accused or alleged to have delayed</p> <p>20 the closing -- delayed the interview, I'm sorry,</p> <p>21 the scheduling of the interview?</p> <p>22 A. Oh, I think --</p> <p>23 Q. What is that referring to?</p> <p>24 A. Okay. The -- Nigel, Saul, our broker, and</p> <p>25 C.C.M.S., me, we seem to all have been trying to</p>

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<p style="text-align: right;">Page 109</p> <p>1 E. Brooks</p> <p>2 get -- and Harris, the attorney, to get this done</p> <p>3 for us to be able to move in by the end of December</p> <p>4 to avoid holdover and a very expensive situation</p> <p>5 for us. In addition, the elevator -- there was</p> <p>6 only one elevator at 115 West 31st Street, and they</p> <p>7 were about to close it down. So it would have</p> <p>8 created big problems for us in remaining there.</p> <p>9 Okay.</p> <p>10 So we were desperate to get out. Everybody</p> <p>11 was clear about that. Okay. So in late December,</p> <p>12 okay, to then be -- there was no issue in terms of</p> <p>13 we had to meet with the board, but to speak with</p> <p>14 the board and we're meeting with the board in two</p> <p>15 weeks -- in fact, in two and a half weeks, we</p> <p>16 thought that was -- that was --</p> <p>17 Q. Okay. So we're clear, on December 15th or</p> <p>18 thereabouts when you signed the lease --</p> <p>19 A. Right.</p> <p>20 Q. -- you didn't even know about an interview,</p> <p>21 correct?</p> <p>22 MS. TURNER: Objection.</p> <p>23 Q. That's what you testified to earlier.</p> <p>24 A. When we signed -- when I signed the --</p> <p>25 Q. When you signed the lease, you didn't know</p>	<p style="text-align: right;">Page 111</p> <p>1 E. Brooks</p> <p>2 MS. TURNER: Objection. Leading.</p> <p>3 You can answer.</p> <p>4 A. No. Okay. Yes and no. The complaint here</p> <p>5 is that the landlord -- the landlord Nigel and</p> <p>6 Saul, okay, if they knew that we required a meeting</p> <p>7 with the board, should have arranged -- should have</p> <p>8 made that clear and arranged it during the prior</p> <p>9 three and a half months.</p> <p>10 Q. Okay. So you're not talking about the</p> <p>11 two-week period but from Christmas to the second</p> <p>12 week of January, correct?</p> <p>13 A. Well, that also -- almost to compound it,</p> <p>14 not only do you have to have a board meeting, okay,</p> <p>15 but it's -- and our lease is going to expire in the</p> <p>16 other place in two days now, okay, but two and a</p> <p>17 half weeks from now -- two and a half weeks from</p> <p>18 now which was further rubbing it in terms of --</p> <p>19 so it was a double piece.</p> <p>20 Q. Okay. When you say rubbing in it, okay,</p> <p>21 when -- what documentation have you seen --</p> <p>22 Withdrawn.</p> <p>23 Have you seen any documentation showing</p> <p>24 when the board was apprised that it needed to</p> <p>25 schedule an interview with you?</p>
<p style="text-align: right;">Page 110</p> <p>1 E. Brooks</p> <p>2 that there was a need for any kind of interview?</p> <p>3 A. Yes.</p> <p>4 Q. You testified earlier that late in December</p> <p>5 at some point after you signed the lease, you found</p> <p>6 out that you needed an interview, correct?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. So you're saying --</p> <p>9 (Simultaneous speakers.)</p> <p>10 A. -- after we made out the sublease</p> <p>11 application.</p> <p>12 Q. Right.</p> <p>13 A. Okay.</p> <p>14 Q. That you had to fill out a sublease</p> <p>15 application and that you had to have an interview.</p> <p>16 You found that out very late in December.</p> <p>17 A. Yes.</p> <p>18 Q. So in this complaint when you say, "The</p> <p>19 defendants delayed scheduling the board interview</p> <p>20 for the approval of the sublease," your testimony</p> <p>21 is that what you're referring to is the two-week</p> <p>22 period between when you found out you needed an</p> <p>23 interview and the date of the interview, which was</p> <p>24 January 14th, correct?</p> <p>25 A. No.</p>	<p style="text-align: right;">Page 112</p> <p>1 E. Brooks</p> <p>2 A. Well, see, I consider Patuset [sic], the</p> <p>3 board -- the board president was involved right</p> <p>4 along, according to Nigel and according to the</p> <p>5 broker, Bob King, that they were relating two or</p> <p>6 three times a week to the president of the board.</p> <p>7 Okay.</p> <p>8 So I'm thinking that the board is being</p> <p>9 informed, and even when we had to do some work in</p> <p>10 there, Nigel said to Bob in email, Let me get board</p> <p>11 clearance for that. He came back and said, It's</p> <p>12 okay for you to do this. Okay. We wanted to move</p> <p>13 in. Said, Let me get board approval. That didn't</p> <p>14 come, okay. The evidence, it was showing that he</p> <p>15 was consulting with the board around things that</p> <p>16 were going on.</p> <p>17 Q. In this negotiation period in the four</p> <p>18 month or so before the year-end --</p> <p>19 A. Right.</p> <p>20 Q. -- did you ever see any communication in</p> <p>21 writing between Nigel, Saul, Robert King with Marc</p> <p>22 Paturet?</p> <p>23 A. No.</p> <p>24 Q. Did you ever ask to see such a</p> <p>25 communication?</p>

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<p style="text-align: right;">Page 113</p> <p>1 E. Brooks</p> <p>2 A. No.</p> <p>3 Q. Do you know when the first date Marc</p> <p>4 Paturet learned that an interview needed to be</p> <p>5 scheduled with C.C.M.S. and you?</p> <p>6 A. No.</p> <p>7 Q. Do you know the first date that Joseph</p> <p>8 Grill found out that an interview needed to be</p> <p>9 scheduled with you or C.C.M.S.?</p> <p>10 A. No.</p> <p>11 Q. Do you know when the first date that Maxime</p> <p>12 Touton was advised that an interview needed to be</p> <p>13 scheduled with you or C.C.M.S.?</p> <p>14 A. No.</p> <p>15 Q. Do you know the first date that F. Michael</p> <p>16 Conte found out that an interview needed to be</p> <p>17 scheduled with you and/or C.C.M.S.?</p> <p>18 A. No.</p> <p>19 MR. MARGOLIS: Okay. Why don't we</p> <p>20 take our break.</p> <p>21 (Whereupon, a recess was taken at</p> <p>22 this time.)</p> <p>23 Q. Okay. Mr. Brooks, I hope you had a nice</p> <p>24 lunch break.</p> <p>25 A. Very nice.</p>	<p style="text-align: right;">Page 115</p> <p>1 E. Brooks</p> <p>2 and then I received the application then from</p> <p>3 Kaled, Susan Rubin, okay, to fill out. And I did.</p> <p>4 Q. Okay. So you mentioned Susan Rubin at</p> <p>5 Kaled, K-A-L-E-D, correct?</p> <p>6 A. Yes.</p> <p>7 Q. Had you ever heard of Kaled before that</p> <p>8 date?</p> <p>9 A. No.</p> <p>10 Q. Okay. When you received it from Susan</p> <p>11 Rubin at Kaled, did you ask Robert King who is</p> <p>12 Susan Rubin?</p> <p>13 A. No.</p> <p>14 Q. Okay. When you received the application</p> <p>15 from Susan --</p> <p>16 Withdrawn.</p> <p>17 When you received -- when Robert King told</p> <p>18 you you needed to fill out the application, what</p> <p>19 was your response to him?</p> <p>20 MS. TURNER: Objection.</p> <p>21 Q. Did you respond to him --</p> <p>22 Withdrawn. Withdrawn.</p> <p>23 Did you respond to him?</p> <p>24 A. That we would do it. That we would fill</p> <p>25 out the application.</p>
<p style="text-align: right;">Page 114</p> <p>1 E. Brooks</p> <p>2 Q. Thank you for returning. Just a reminder</p> <p>3 that you're still under oath. Okay?</p> <p>4 A. Okay.</p> <p>5 Q. So you testified earlier that there came a</p> <p>6 time that you learned that an application needed to</p> <p>7 be filled out.</p> <p>8 A. Yes.</p> <p>9 Q. Who communicated that to you?</p> <p>10 A. The broker. That's Robert King.</p> <p>11 Q. Okay. And how did he communicate that to</p> <p>12 you?</p> <p>13 A. By email.</p> <p>14 Q. And do you recall what he told you in terms</p> <p>15 of the application package that needed to be</p> <p>16 submitted?</p> <p>17 A. That I have to submit an application -- an</p> <p>18 application for a sublease, okay. And, you know</p> <p>19 what? I think I'm wrong. I think it might have</p> <p>20 been the attorney. It might have been the</p> <p>21 (unintelligible) attorney would have informed me</p> <p>22 that --</p> <p>23 Q. Wait. Say that again.</p> <p>24 A. Might have been Bob and the attorney that</p> <p>25 informed me that we had to fill out an application,</p>	<p style="text-align: right;">Page 116</p> <p>1 E. Brooks</p> <p>2 Q. Okay. Did you communicate anything else to</p> <p>3 him?</p> <p>4 A. No.</p> <p>5 Q. Did you ask why am I filling out the</p> <p>6 application?</p> <p>7 A. No. No.</p> <p>8 Q. At the time that you received the</p> <p>9 application, had you already installed the cabling</p> <p>10 and the wiring on the premise?</p> <p>11 A. Yes, yes.</p> <p>12 Q. Had you already tried to move in the</p> <p>13 furniture?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Explain to me what happened with the</p> <p>16 furniture.</p> <p>17 A. Well, we had ordered the furniture once we</p> <p>18 had felt clear that we were accepted and they were</p> <p>19 trying to get us in by December 30th. And so we</p> <p>20 had ordered -- we were going to move the furniture</p> <p>21 clearly that we already had and there was some</p> <p>22 additional furniture.</p> <p>23 So we were all set to move in, okay. And</p> <p>24 since we had just finished installing the IT</p> <p>25 equipment and the telephones, getting that is all</p>

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<p style="text-align: right;">Page 117</p> <p>1 E. Brooks</p> <p>2 set up, we assumed that we were okay to also get</p> <p>3 ready to move in. It was just a question of the</p> <p>4 formality, okay, of his getting the final board</p> <p>5 approval.</p> <p>6 Q. Okay. So let me ask you about that.</p> <p>7 You said that you felt okay that -- and</p> <p>8 that you were awaiting final -- that it was just a</p> <p>9 formality.</p> <p>10 A. Yes.</p> <p>11 Q. Okay. Did somebody communicate to you that</p> <p>12 it was merely a formality?</p> <p>13 A. Common sense did.</p> <p>14 Q. Well, I asked you if anybody had</p> <p>15 communicated that to you.</p> <p>16 A. No.</p> <p>17 Q. Okay. The common sense that you're</p> <p>18 referring to was your own common sense, right?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. So did there come a time that you</p> <p>21 had arranged to have furniture moved into the</p> <p>22 premise?</p> <p>23 A. Yes.</p> <p>24 Q. Okay.</p> <p>25 A. Yes.</p>	<p style="text-align: right;">Page 119</p> <p>1 E. Brooks</p> <p>2 A. I would say yes.</p> <p>3 Q. So what did you do when you were notified</p> <p>4 that the building would not allow access for the</p> <p>5 delivery of the furniture?</p> <p>6 A. Well, I tried to keep focused and I</p> <p>7 addressed what Nigel to Bob King had requested --</p> <p>8 in fact, I think no. There was an email from</p> <p>9 Nigel, there was an email from him requesting the</p> <p>10 insurance. And so I focused on calling the broker</p> <p>11 and getting the insurance that day, getting a copy</p> <p>12 of it and copying -- and they would also indicate</p> <p>13 that we were covering the building -- I don't know</p> <p>14 if it stated the board, but the building itself,</p> <p>15 okay, that would be insured in case anything</p> <p>16 happened.</p> <p>17 Q. As of that time when you were notified that</p> <p>18 the delivery was not being permitted and that the</p> <p>19 insurance was required, had you heard from Kaled?</p> <p>20 A. I'm not for sure of the dates around this.</p> <p>21 We might have already had the application and now</p> <p>22 had filled out the application and sent it right</p> <p>23 back. And then we were contacted to -- that was a</p> <p>24 fee connected with that, and of course we paid</p> <p>25 that. It was around the same time. This was all</p>
<p style="text-align: right;">Page 118</p> <p>1 E. Brooks</p> <p>2 Q. And do you know if the delivery people</p> <p>3 brought the furniture to the building?</p> <p>4 A. Yes.</p> <p>5 Q. Yes, you know, yes, they did?</p> <p>6 A. Yes, they did.</p> <p>7 Q. And were -- did there come a time that you</p> <p>8 were advised about anything in relationship to that</p> <p>9 delivery?</p> <p>10 A. Yes.</p> <p>11 Q. What were you advised?</p> <p>12 A. We were advised that we needed to have --</p> <p>13 that there hadn't been found approval for us to do</p> <p>14 that, one. And two, we needed the insurance. We</p> <p>15 needed insurance in case there was damage to the</p> <p>16 building as the furniture was brought in.</p> <p>17 Q. Who communicated to you that you had not</p> <p>18 obtained final approval at that point?</p> <p>19 A. I don't remember.</p> <p>20 Q. But you were aware at that point that there</p> <p>21 was an issue with approval of the sublease,</p> <p>22 correct?</p> <p>23 A. Yes.</p> <p>24 Q. Would you say that was the first time that</p> <p>25 you knew that there was an issue with approval?</p>	<p style="text-align: right;">Page 120</p> <p>1 E. Brooks</p> <p>2 happening around the same time.</p> <p>3 Q. Prior to your receiving the application</p> <p>4 from Kaled, Susan Rubin, did you ever make any</p> <p>5 inquiry of anybody as to whether there was a</p> <p>6 managing agent that was responsible for managing</p> <p>7 the building?</p> <p>8 A. No, no.</p> <p>9 Q. Did you ever look around the lobby or the</p> <p>10 exterior of the building --</p> <p>11 Withdrawn.</p> <p>12 In being in the lobby or at the exterior of</p> <p>13 the building, did you ever notice any signage that</p> <p>14 reflected that the building had a managing agent?</p> <p>15 A. No. Can I add something to that?</p> <p>16 Q. No.</p> <p>17 A. Please.</p> <p>18 Q. No.</p> <p>19 A. Okay.</p> <p>20 Q. Sorry. This is just the way it goes. I'm</p> <p>21 not being rude, Mr. Brooks. It's just a process.</p> <p>22 Okay?</p> <p>23 A. Okay.</p> <p>24 Q. Thank you. I ask the questions. You</p> <p>25 answer.</p>

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<p style="text-align: right;">Page 121</p> <p>1 E. Brooks</p> <p>2 A. Just an explanation, but go ahead.</p> <p>3 Q. If I need an explanation of something that</p> <p>4 I don't understand, I will ask you to explain.</p> <p>5 A. Okay.</p> <p>6 Q. In your communications with the landlord</p> <p>7 regarding the installation of the IT equipment --</p> <p>8 A. Mm-hmm.</p> <p>9 Q. -- did they ever mention to you that you</p> <p>10 had to coordinate in any way with the managing</p> <p>11 agent of the building?</p> <p>12 A. No.</p> <p>13 Q. How were you connected to the super? I</p> <p>14 think that's who you indicated assisted you in</p> <p>15 access to the building.</p> <p>16 A. We have an office manager, Courtney Watley</p> <p>17 is his name, and he was my staff that is involved</p> <p>18 in arranging for the IT people to come in,</p> <p>19 arranging for the telephone system to be set up,</p> <p>20 you know, the server, and also he would be in</p> <p>21 charge of the furniture. So he immediately became</p> <p>22 acquainted with the super of the building. So this</p> <p>23 was the person that he communicated with around</p> <p>24 when we were bringing the furniture -- wanted to</p> <p>25 bring the furniture in.</p>	<p style="text-align: right;">Page 123</p> <p>1 E. Brooks</p> <p>2 A. Saul, yes.</p> <p>3 Q. Got it. So you testified that you got a</p> <p>4 package from Susan Rubin and you sent it back.</p> <p>5 A. Yes.</p> <p>6 Q. After you sent the package back, did you</p> <p>7 receive any further communications from Susan Rubin</p> <p>8 regarding the package?</p> <p>9 A. Yeah. She wrote back that I need to</p> <p>10 include a payment for the application --</p> <p>11 application payment fee, which we did.</p> <p>12 Q. Okay. And then after that, were there any</p> <p>13 further communications with Susan Rubin about the</p> <p>14 package?</p> <p>15 A. No. There was an email -- I don't know if</p> <p>16 the email was from Susan or Peter or from Nigel,</p> <p>17 just indicating that they were okay with this --</p> <p>18 with this client, with this tenant. They had no</p> <p>19 issues with this tenant. That was in an email.</p> <p>20 Q. So you recall seeing an email from somebody</p> <p>21 that said there was no issue with the tenant?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. But as you sit here today, you don't</p> <p>24 remember who sent that email?</p> <p>25 A. No.</p>
<p style="text-align: right;">Page 122</p> <p>1 E. Brooks</p> <p>2 Q. How did he obtain the contact information</p> <p>3 for the super?</p> <p>4 A. Well, he had visited the building, maybe a</p> <p>5 half a dozen times. So he knew the building and</p> <p>6 this was -- so when we had requested permission to</p> <p>7 set up the IT equipment, he was directed to the</p> <p>8 super by -- I guess the broker would have spoken to</p> <p>9 the landlord. And that's when the introduction</p> <p>10 occurred. So when Courtney went to the building,</p> <p>11 he would go right to the super, and the super</p> <p>12 allowed him to, you know, bring the crew up that</p> <p>13 was doing this IT service.</p> <p>14 Q. Did C.C.M.S. ever seek approval in writing</p> <p>15 from the board to bring in the IT crew?</p> <p>16 A. From the board -- we weren't dealing with</p> <p>17 the board. We were dealing only with -- the answer</p> <p>18 is no.</p> <p>19 Q. You were dealing with the shareholder?</p> <p>20 A. Yes.</p> <p>21 Q. Oxford?</p> <p>22 A. Yes.</p> <p>23 Q. The landlord?</p> <p>24 A. Yes.</p> <p>25 Q. Nigel, Saul?</p>	<p style="text-align: right;">Page 124</p> <p>1 E. Brooks</p> <p>2 Q. Okay. You mentioned Peter.</p> <p>3 A. Yes.</p> <p>4 Q. So who is Peter?</p> <p>5 A. Peter is in charge of the Kaled, Peter</p> <p>6 Lehr, L-E-H-R. He was Susan's boss.</p> <p>7 Q. Okay. And did you have any communications</p> <p>8 with him?</p> <p>9 A. No.</p> <p>10 Q. Have you ever spoken with him?</p> <p>11 A. No.</p> <p>12 Q. Have you ever spoken within Susan, or has</p> <p>13 it all been through email?</p> <p>14 A. All through email.</p> <p>15 Q. How did you learn that an interview was</p> <p>16 required?</p> <p>17 A. This was all occurring around the 23rd of</p> <p>18 December, around that time frame, okay, where we</p> <p>19 were trying to get in and so forth. And then I</p> <p>20 think that Bob -- I don't know -- I don't remember</p> <p>21 for sure, but I think that Bob King would have</p> <p>22 informed me that he just learned that you have to</p> <p>23 have a meeting, an actual meeting with the board,</p> <p>24 okay, and we said like set it up. And thinking</p> <p>25 that it would be in the next two or three days.</p>

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<p style="text-align: right;">Page 125</p> <p>1 E. Brooks</p> <p>2 Q. Why did you think it would be in the next</p> <p>3 two or three days?</p> <p>4 A. Because we thought -- I thought that all of</p> <p>5 the parties were trying to assist us to getting</p> <p>6 into the building before the end of the year,</p> <p>7 before December 30th.</p> <p>8 Q. When you say all of the parties, who are</p> <p>9 you referring to?</p> <p>10 A. The landlord, the landlord, the broker, and</p> <p>11 we assumed the board.</p> <p>12 Q. Okay. But on what basis did you assume the</p> <p>13 board?</p> <p>14 A. Based on what Nigel had communicated to us</p> <p>15 from the very beginning, that he had five votes.</p> <p>16 So we're thinking these are the five votes that are</p> <p>17 saying it's okay.</p> <p>18 Q. When you heard about five votes, right, did</p> <p>19 you ever think about how that -- you said the five</p> <p>20 votes had something to do with the floors, right?</p> <p>21 MS. TURNER: Objection.</p> <p>22 Q. In the building?</p> <p>23 A. Each vote -- each shareholder has a vote in</p> <p>24 the meeting.</p> <p>25 Q. Right. But are you familiar with the</p>	<p style="text-align: right;">Page 127</p> <p>1 E. Brooks</p> <p>2 this time.)</p> <p>3 (Defendants' Exhibit C, proprietary</p> <p>4 lease, was marked for identification.)</p> <p>5 Q. So I'm going to show you what we've marked</p> <p>6 as Exhibit C, which is a copy of the proprietary</p> <p>7 lease. This is a copy that your attorney provided</p> <p>8 us. It's the proprietary lease between West 27th</p> <p>9 Street Realty, Inc., which is the co-op, one of the</p> <p>10 defendants in the case, to Oxford Realty Holdings</p> <p>11 LLC.</p> <p>12 Do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. And the document's Bate stamped C.C.M.S.</p> <p>15 107 through 142.</p> <p>16 Before you review it or become familiar</p> <p>17 with it, let me just ask you, have you seen the</p> <p>18 proprietary lease before?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And when did you first see it?</p> <p>21 A. When the -- Tristan Loanzon, the attorney</p> <p>22 that was preparing the complaint, showed me that</p> <p>23 the shareholders, according to the lease, has a</p> <p>24 vote on their co-op.</p> <p>25 Q. Okay. My question to you earlier was a</p>
<p style="text-align: right;">Page 126</p> <p>1 E. Brooks</p> <p>2 difference between shareholder voting and board</p> <p>3 voting?</p> <p>4 A. No. Except if it's in terms of leasing a</p> <p>5 co-op, they're the same. That's my understanding.</p> <p>6 Q. Okay. When you bought your co-op 25 years</p> <p>7 ago, are you aware that the shareholders voted to</p> <p>8 approve you, or the board voted to approve you?</p> <p>9 A. The board voted to approve me.</p> <p>10 Q. Okay. So in this case, why did you think</p> <p>11 that shareholder votes were relevant as opposed to</p> <p>12 board votes?</p> <p>13 A. Based on the language in the lease -- in</p> <p>14 the -- what's the word for it, the proprietary</p> <p>15 lease document that -- the document that describes</p> <p>16 this, that describes this, that the owner of the</p> <p>17 co-op has a vote and then in the process, I'd seen</p> <p>18 it in writing is the answer to your question.</p> <p>19 Q. Okay. And you say you saw it in writing in</p> <p>20 the proprietary lease?</p> <p>21 A. Yes.</p> <p>22 MR. MARGOLIS: Okay. Okay. Let's</p> <p>23 take a break. I'm going to go get the</p> <p>24 proprietary lease.</p> <p>25 (Whereupon, a recess was taken at</p>	<p style="text-align: right;">Page 128</p> <p>1 E. Brooks</p> <p>2 little different, which was not after the lawsuit</p> <p>3 was commenced but before the lawsuit was commenced,</p> <p>4 while you were negotiating the sublease with Nigel</p> <p>5 and Oxford --</p> <p>6 A. Right.</p> <p>7 Q. -- how -- what was your reference for the</p> <p>8 fact that the shareholder votes that you said you</p> <p>9 had five of was the votes that you needed for</p> <p>10 approval of the sublease?</p> <p>11 A. This was based on Bob King's sharing with</p> <p>12 me information from Nigel indicating that he needed</p> <p>13 five -- that he had five votes.</p> <p>14 Q. What was your understanding of --</p> <p>15 A. I thought it meant board.</p> <p>16 Q. Okay. You thought he had five board votes</p> <p>17 and needed six?</p> <p>18 A. Yes.</p> <p>19 Q. At the time that Robert King had</p> <p>20 communicated to you this information about having</p> <p>21 five, needing six votes, did you know how many</p> <p>22 members of the board there were?</p> <p>23 A. There's 12 floors so I thought that there</p> <p>24 might have been 12.</p> <p>25 Q. Okay. What was the basis for you to think</p>

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<p style="text-align: right;">Page 129</p> <p>1 E. Brooks</p> <p>2 that there were 12 board members?</p> <p>3 A. Because there were 12 floors.</p> <p>4 Q. Okay. But did you ever see any</p> <p>5 documentation reflecting that there were an equal</p> <p>6 number of board members based on the number of</p> <p>7 floors in the building?</p> <p>8 A. No.</p> <p>9 Q. Did you ever look into that in any way?</p> <p>10 A. No.</p> <p>11 Q. So when it came to the proprietary lease,</p> <p>12 you didn't see this document until after the</p> <p>13 lawsuit was commenced, correct?</p> <p>14 A. I don't remember.</p> <p>15 Q. Before you testified very emphatically that</p> <p>16 you read a provision in the proprietary lease that</p> <p>17 says that there was a shareholder vote associated</p> <p>18 with the sublet approval.</p> <p>19 MS. TURNER: Objection.</p> <p>20 Q. The process.</p> <p>21 A. That was a vote that was connected to the</p> <p>22 co-op. In other words, the shareholders -- the</p> <p>23 language should be in here.</p> <p>24 The language was that the shareholder has a</p> <p>25 vote for that co-op. That's what I read.</p>	<p style="text-align: right;">Page 131</p> <p>1 E. Brooks</p> <p>2 Q. When you heard from him that the date had</p> <p>3 been selected --</p> <p>4 Withdrawn.</p> <p>5 What did he communicate to you about the</p> <p>6 date?</p> <p>7 A. That it was -- it wouldn't be until two and</p> <p>8 a half weeks.</p> <p>9 Q. Okay. Did he say the date or did he just</p> <p>10 say it wouldn't be for two and a half weeks?</p> <p>11 A. No. He gave me the date.</p> <p>12 Q. So you calculated that that was a couple</p> <p>13 and a half weeks later?</p> <p>14 A. Correct.</p> <p>15 Q. Okay. And what was the date?</p> <p>16 A. January 14, 2019.</p> <p>17 Q. Okay. Would I be inaccurate to say you</p> <p>18 meant to say 2020?</p> <p>19 A. 2020, I'm sorry. 2020.</p> <p>20 Q. I just want to make sure we're talking</p> <p>21 about the same January 14th.</p> <p>22 A. 2020.</p> <p>23 Q. Okay. Do you know where that -- who</p> <p>24 dictated that date?</p> <p>25 A. No.</p>
<p style="text-align: right;">Page 130</p> <p>1 E. Brooks</p> <p>2 Q. Right. But you read that after you met</p> <p>3 with Mr. Loanzon in connection with this</p> <p>4 litigation, correct?</p> <p>5 A. Yes.</p> <p>6 Q. You didn't read that --</p> <p>7 A. Yes.</p> <p>8 Q. -- as you were doing your negotiations with</p> <p>9 Nigel or having your conversations with Robert King</p> <p>10 as it related to trying to get the sublease</p> <p>11 executed, correct?</p> <p>12 A. That's correct.</p> <p>13 Q. All right. You can put that away.</p> <p>14 So you said you found out from Robert King</p> <p>15 that you needed to have an interview, correct?</p> <p>16 A. Yes.</p> <p>17 Q. And you said you had anticipated that the</p> <p>18 interview would be in the next few days.</p> <p>19 How did the date for the interview come up?</p> <p>20 A. I was told the date. I was told the date.</p> <p>21 Q. Okay. Who told you about the date?</p> <p>22 A. Bob King.</p> <p>23 (Reporter clarification.)</p> <p>24 (Whereupon, a discussion was held</p> <p>25 off the record.)</p>	<p style="text-align: right;">Page 132</p> <p>1 E. Brooks</p> <p>2 Q. Did you ever ask Robert King, Bob King</p> <p>3 where the date came from?</p> <p>4 A. No.</p> <p>5 Q. Did you ever -- was it ever explained to</p> <p>6 you why that date was selected?</p> <p>7 A. No.</p> <p>8 Q. What was your understanding about what</p> <p>9 would happen on January 14, 2020?</p> <p>10 A. I was very -- we were very worried and</p> <p>11 upset that this was super bad news. We knew</p> <p>12 that -- we knew that that was trouble.</p> <p>13 Q. Okay. Why did you know or believe that was</p> <p>14 bad news or trouble?</p> <p>15 A. Thank you for asking that.</p> <p>16 We were desperate to move out in two or</p> <p>17 three days, and to hear you have to have a meeting</p> <p>18 with the board and it's two and a half weeks from</p> <p>19 now seemed incredibly inconsiderate or something --</p> <p>20 something -- it fed into the notion that something</p> <p>21 was going on bad around our application for</p> <p>22 approval.</p> <p>23 Q. So did you communicate that to Bob King?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. And what did Bob King tell you?</p>

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<p style="text-align: right;">Page 133</p> <p>1 E. Brooks</p> <p>2 A. He was even more upset than I was in terms</p> <p>3 of this being bad news, and he immediately start</p> <p>4 looking for other places.</p> <p>5 Q. You had already incurred expenses for the</p> <p>6 IT, correct?</p> <p>7 A. Yes.</p> <p>8 Q. You had already incurred expenses for the</p> <p>9 furniture?</p> <p>10 A. Very little on that, but yes.</p> <p>11 Q. You had to move out of West 31st Street?</p> <p>12 A. Okay. Yes.</p> <p>13 Q. There were going to be elevator problems at</p> <p>14 31st Street any day?</p> <p>15 A. Yes.</p> <p>16 Q. You had a sublease that was supposed to</p> <p>17 start December 15th, correct, and you hadn't</p> <p>18 received a copy back of the sublease from the</p> <p>19 landlord, correct?</p> <p>20 A. Right.</p> <p>21 Q. Did you communicate with Nigel or Saul or</p> <p>22 Oxford in any way to find out why this was</p> <p>23 happening, that now there was an interview that was</p> <p>24 scheduled that you had never known about for</p> <p>25 months, now January 14th, two and a half weeks</p>	<p style="text-align: right;">Page 135</p> <p>1 E. Brooks</p> <p>2 Q. Do you know if Maxime Touton knew anything</p> <p>3 over that four-month period of your transaction?</p> <p>4 A. No.</p> <p>5 Q. Do you know if F. Michael Conte knew</p> <p>6 anything about your sublease transaction during</p> <p>7 that four-month period?</p> <p>8 A. No. Right on the end -- on Conte, two and</p> <p>9 a half weeks before the meeting, okay, on January</p> <p>10 14, there was a communication from him, okay, to</p> <p>11 Nigel, and I think Bob might have been copied.</p> <p>12 Because we knew he would be involved in the meeting</p> <p>13 and he had commented -- and he wrote an email</p> <p>14 saying there that that there has to be -- there's a</p> <p>15 board meeting, and this is routine and why wouldn't</p> <p>16 anyone expect that there would be a board meeting</p> <p>17 to approve this. So that was that communication</p> <p>18 with him prior to --</p> <p>19 Q. Okay. When did you see that communication?</p> <p>20 A. It was forwarded to me. I don't remember</p> <p>21 the date on it. But this is all around the same</p> <p>22 time.</p> <p>23 Q. So it was forwarded to you before the</p> <p>24 interview?</p> <p>25 A. Yes, before the interview.</p>
<p style="text-align: right;">Page 134</p> <p>1 E. Brooks</p> <p>2 later?</p> <p>3 A. Mm-hmm. I wasn't in communication with</p> <p>4 Nigel and Saul, but Bob King said he was. And he</p> <p>5 had expressed the concern about that, the upsetness</p> <p>6 [sic] about that. And the -- frankly accused them</p> <p>7 of lying to him in not telling him that this was a</p> <p>8 part of the process.</p> <p>9 Q. Other than that Bob King had told you</p> <p>10 during that four-month period that Marc Paturet had</p> <p>11 known about this transaction, what other</p> <p>12 communications, if any, did you see to the board</p> <p>13 notifying them that over the last four months you</p> <p>14 had been negotiating a sublease for C.C.M.S. for</p> <p>15 that space?</p> <p>16 MS. TURNER: Objection. Compound</p> <p>17 question.</p> <p>18 Q. You can answer.</p> <p>19 A. Please ask the question again.</p> <p>20 (Whereupon, the record was read by</p> <p>21 the reporter.)</p> <p>22 A. None.</p> <p>23 Q. Do you know if Joseph Grill knew anything</p> <p>24 about your sublease transaction?</p> <p>25 A. I don't know.</p>	<p style="text-align: right;">Page 136</p> <p>1 E. Brooks</p> <p>2 Q. So that email suggested to you, you know,</p> <p>3 why would anybody think that there wasn't going to</p> <p>4 be an interview?</p> <p>5 A. Yes.</p> <p>6 Q. And that was from Michael Conte?</p> <p>7 A. Yes.</p> <p>8 Q. Did that give you pause that the board was</p> <p>9 sort of surprised that they too were sort of not</p> <p>10 apprised of what was going on?</p> <p>11 A. Well, I wouldn't want to characterize it</p> <p>12 that way, but I would certainly say that in getting</p> <p>13 the letter from him, to me it felt like trouble.</p> <p>14 It felt like trouble.</p> <p>15 Q. Okay. Well, certainly it was trouble for</p> <p>16 you who was looking to move spaces and was in a</p> <p>17 rush and needed to switch and had invested money.</p> <p>18 So I understand that's certainly trouble. Is that</p> <p>19 trouble?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Is that the trouble you're referring</p> <p>22 to?</p> <p>23 A. That -- trouble in the deal going through.</p> <p>24 Q. Right. You were being squeezed at this</p> <p>25 point in time, right?</p>

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<p style="text-align: right;">Page 137</p> <p>1 E. Brooks</p> <p>2 A. Yes. But that was in the way secondary</p> <p>3 because the worst thing that can happen there --</p> <p>4 All right, so we're there for an extra month and</p> <p>5 the rent is -- the holdover rent is double. But</p> <p>6 that was it. Okay. I was worried that there was</p> <p>7 more involved in that. Not just a delay.</p> <p>8 Q. But what specifically did you -- did</p> <p>9 anybody say do you that there was trouble beyond</p> <p>10 the delay?</p> <p>11 A. Just the facts of scheduling a in-person</p> <p>12 meeting two and a half weeks, that itself just told</p> <p>13 me that that was trouble and not good for us. That</p> <p>14 that was people that were opposed to our lease.</p> <p>15 Q. Okay. When you say there were people</p> <p>16 opposed to your lease, what were you relying on at</p> <p>17 that time to say that anybody opposed your lease?</p> <p>18 A. Based on the fact that I'm thinking from</p> <p>19 the very beginning that we got five votes, three</p> <p>20 from the president and two from Nigel, and two from</p> <p>21 Nigel.</p> <p>22 Q. But that was something that was</p> <p>23 communicated to you, correct?</p> <p>24 A. Yes.</p> <p>25 Q. But you didn't know if that was true or</p>	<p style="text-align: right;">Page 139</p> <p>1 E. Brooks</p> <p>2 A. That's right. Yes.</p> <p>3 Q. So you're speculating that it didn't add up</p> <p>4 to you because somebody with his level of</p> <p>5 experience should not have belatedly informed you</p> <p>6 of an interview or belatedly informed you of a</p> <p>7 application package and things like that?</p> <p>8 MS. TURNER: Objection.</p> <p>9 Q. Correct?</p> <p>10 A. I --</p> <p>11 MS. TURNER: Do you need the</p> <p>12 question reread?</p> <p>13 THE WITNESS: No, please.</p> <p>14 MR. MARGOLIS: He's answering the</p> <p>15 question. I mean, I'm happy for it to be</p> <p>16 read back.</p> <p>17 THE WITNESS: Please read it back.</p> <p>18 MR. MARGOLIS: Tara, please keep</p> <p>19 your objections to -- there should be</p> <p>20 nonspeaking objections. You're okay to</p> <p>21 object but not to tell the witness whether</p> <p>22 he needs to have a question read back for</p> <p>23 him or not. It's not an appropriate</p> <p>24 statement on the road. That's something</p> <p>25 the witness has to identify, not you.</p>
<p style="text-align: right;">Page 138</p> <p>1 E. Brooks</p> <p>2 not, did you?</p> <p>3 A. No.</p> <p>4 Q. You know now that wasn't true, correct?</p> <p>5 MS. TURNER: Objection.</p> <p>6 A. I don't know. I don't know what happened,</p> <p>7 whose mind was changed and who was -- what the --</p> <p>8 was there someone there that said we don't want</p> <p>9 this black client and agency in here and that</p> <p>10 person end up prevailing around the decision.</p> <p>11 Q. How do you know there was -- what evidence</p> <p>12 or what documents have you relied on to say there</p> <p>13 was a change if there's nothing that you have to</p> <p>14 rely on that the board even knew about this</p> <p>15 situation?</p> <p>16 A. Well, see, I don't believe that. I don't</p> <p>17 believe that Nigel, a very experienced co-op owner,</p> <p>18 okay, and in business a long time, would have gone</p> <p>19 that far, would have been allowing his tenant</p> <p>20 applicant to be coming in the building, setting up</p> <p>21 all of this without getting some board signed off.</p> <p>22 He's an experienced person and I can't imagine that</p> <p>23 he would have done that.</p> <p>24 Q. But you don't know what the circumstances</p> <p>25 were, do you?</p>	<p style="text-align: right;">Page 140</p> <p>1 E. Brooks</p> <p>2 MS. TURNER: Okay.</p> <p>3 MR. MARGOLIS: Thank you.</p> <p>4 (Whereupon, the record was read by</p> <p>5 the reporter.)</p> <p>6 A. I would add to that not only with his</p> <p>7 experience, but as the person who owned the co-op</p> <p>8 and it's been vacant for a long time, so he's</p> <p>9 losing money, okay, so he was committed to making</p> <p>10 the deal. Okay. So I wouldn't believe that he</p> <p>11 would have -- he wanted to make the deal, okay.</p> <p>12 And I think that -- I don't know if he -- if or why</p> <p>13 he would have withheld information from us, that it</p> <p>14 was not only just -- I don't think he knew that a</p> <p>15 meeting, an actual meeting was going to be required</p> <p>16 in this situation.</p> <p>17 Q. When you say you don't think he knew,</p> <p>18 what's the basis for that?</p> <p>19 A. I'm thinking that he -- that if he had six</p> <p>20 votes, the board wouldn't have had to physically</p> <p>21 meet face-to-face with me for an interview to make</p> <p>22 the decision.</p> <p>23 Q. Right. But you don't know -- you never saw</p> <p>24 any documentation that said he had six votes?</p> <p>25 A. No.</p>

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<p style="text-align: right;">Page 141</p> <p>1 E. Brooks</p> <p>2 Q. You were just told that by him and Robert</p> <p>3 King, correct?</p> <p>4 A. Yes. Yes.</p> <p>5 Q. Okay. Prior to the interview, did you have</p> <p>6 any communications with Nigel or Saul about the</p> <p>7 interview?</p> <p>8 A. I don't remember if the commun -- if the</p> <p>9 email came directly from Nigel or directly from Bob</p> <p>10 in terms of reminding me that I was having a</p> <p>11 meeting with the board, okay, and to be careful</p> <p>12 around what you communicate. And because I had</p> <p>13 asked what to expect. I wanted to be prepared for</p> <p>14 it. And that's what I heard.</p> <p>15 Q. And why do you say that, or why do you</p> <p>16 characterize the communication as being careful?</p> <p>17 What was the concern as far as you knew?</p> <p>18 A. It wasn't spelled out.</p> <p>19 Q. So who was it that was telling you to be</p> <p>20 careful?</p> <p>21 A. I believe it had been Bob King. It could</p> <p>22 have been -- the email will tell us this. It could</p> <p>23 have been Nigel or Saul.</p> <p>24 Q. Okay. Regardless of who it came from, what</p> <p>25 was -- when you saw that, what was your</p>	<p style="text-align: right;">Page 143</p> <p>1 E. Brooks</p> <p>2 A. Did I what?</p> <p>3 Q. Prepare for the interview with anybody.</p> <p>4 A. Not with anybody. I just prepared myself.</p> <p>5 Q. Okay. How did you prepare yourself?</p> <p>6 A. I just reviewed -- reviewed the</p> <p>7 application, I reviewed the facts in terms of what</p> <p>8 our clinic -- our current clinic was and that we</p> <p>9 were just moving four blocks. And I wanted to be</p> <p>10 able to describe that and that's what happened.</p> <p>11 Q. Who coordinated your appearance at the</p> <p>12 interview?</p> <p>13 A. It was -- I did. It was directed to me.</p> <p>14 This is easy. They made the date. This is the</p> <p>15 date and I needed to communicate -- I don't know</p> <p>16 if -- I guess it was to Bob. I wasn't</p> <p>17 communicating with anyone else, I don't believe, in</p> <p>18 terms of confirming yes. I think I would be there</p> <p>19 for 4:00, whatever the date was -- the time was on</p> <p>20 the 14th to meet with them.</p> <p>21 Q. And where did you understand the meeting</p> <p>22 was going to take place?</p> <p>23 A. It would take place at the building, 129</p> <p>24 West 27th Street, 6th floor.</p> <p>25 Q. Okay. Whose premises is the 6th floor, if</p>
<p style="text-align: right;">Page 142</p> <p>1 E. Brooks</p> <p>2 understanding of why you needed to be careful?</p> <p>3 A. Well, it was consistent with my being</p> <p>4 concerned that we were in trouble around the</p> <p>5 application.</p> <p>6 Q. Did you communicate to anybody in writing</p> <p>7 about, what do you mean be careful?</p> <p>8 A. No.</p> <p>9 Q. Did you have discussions with Nigel or Saul</p> <p>10 about being careful?</p> <p>11 A. No.</p> <p>12 Q. Did you have any discussions with Bob King</p> <p>13 about being careful?</p> <p>14 A. No.</p> <p>15 Q. Did you ask to speak to any -- to Marc</p> <p>16 Paturet, the board president, about the upcoming</p> <p>17 interview so that you could get a sense of what was</p> <p>18 going to happen at the interview?</p> <p>19 A. No.</p> <p>20 Q. Did you reach out to Susan Rubin to ask?</p> <p>21 A. No.</p> <p>22 Q. Did you ask to speak to her boss?</p> <p>23 A. No.</p> <p>24 Q. Okay. Did you prepare with anybody for the</p> <p>25 interview?</p>	<p style="text-align: right;">Page 144</p> <p>1 E. Brooks</p> <p>2 you recall?</p> <p>3 A. Conte.</p> <p>4 Q. Conte?</p> <p>5 A. Conte.</p> <p>6 Q. And how long did it last?</p> <p>7 A. About an hour.</p> <p>8 Q. And do you recall the time?</p> <p>9 A. I'm not for sure if it was 4:15 to 5:15 or</p> <p>10 5:15 to 6:15.</p> <p>11 Q. Were you alone?</p> <p>12 A. Yes.</p> <p>13 Q. And who was there?</p> <p>14 A. The -- can I look at this?</p> <p>15 MR. MARGOLIS: Okay. The witness</p> <p>16 is looking at the caption.</p> <p>17 A. Conte, Touton, Grill, Nigel. Is that five?</p> <p>18 And I'm missing someone. I think there was someone</p> <p>19 else. Another.</p> <p>20 Q. Okay. Were people wearing stickers with</p> <p>21 their names on them? How do you know who was</p> <p>22 there?</p> <p>23 A. They -- other than Conte and Touton and</p> <p>24 Nigel -- Nigel was sitting next me -- I wasn't for</p> <p>25 sure of the other two people that were there. But</p>

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<p style="text-align: right;">Page 145</p> <p>1 E. Brooks</p> <p>2 Conte spoke, Touton spoke and gave examples. So --</p> <p>3 and then Nigel was right next to me and we talked a</p> <p>4 little bit. So those are the three that I could</p> <p>5 swear was there.</p> <p>6 Q. Okay. So how did other names -- how did</p> <p>7 the other names show up in the caption as the</p> <p>8 defendants?</p> <p>9 A. I don't know. I don't know how the lawyer</p> <p>10 framed it that way.</p> <p>11 Q. Okay. So were you ever given a list of the</p> <p>12 names of the people that were in attendance at the</p> <p>13 meeting?</p> <p>14 A. No.</p> <p>15 Q. Was there a sign-in sheet for you to fill</p> <p>16 out when you arrived?</p> <p>17 A. I don't remember. I don't remember. But</p> <p>18 if there was, I didn't get a copy of it. I don't</p> <p>19 remember that we signed in.</p> <p>20 Q. Okay. Did you receive business cards from</p> <p>21 any of the members of the board?</p> <p>22 A. No.</p> <p>23 Q. Was Marc Paturet there?</p> <p>24 A. I knew after they said he wasn't there. I</p> <p>25 didn't know then. I didn't know then that he</p>	<p style="text-align: right;">Page 147</p> <p>1 E. Brooks</p> <p>2 he wasn't there until the -- this discovery</p> <p>3 revealed that he was out of the country. But</p> <p>4 that's me. That's on me in terms of -- but in</p> <p>5 thinking back on it now and then, I'm clear he</p> <p>6 wasn't there.</p> <p>7 Q. So in paragraph 51 if you take a look at</p> <p>8 the complaint where it says on January 14, 2020,</p> <p>9 you interviewed with individuals that included</p> <p>10 Nigel, Marc Paturet, F. Michael Conte, Maxime</p> <p>11 Touton, Joey Grill and others. That's not an</p> <p>12 accurate statement, correct?</p> <p>13 A. Right.</p> <p>14 Q. And how do you know Joey Grill was there?</p> <p>15 A. I remember the name and I remember... I</p> <p>16 remember his name and he said something. He said</p> <p>17 some stuff and --</p> <p>18 Q. What did he say?</p> <p>19 A. I don't remember.</p> <p>20 Q. What does he look like?</p> <p>21 A. I don't remember.</p> <p>22 Q. What does Maxime Touton look like?</p> <p>23 A. I don't remember.</p> <p>24 Q. So you said Nigel was there, right?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 146</p> <p>1 E. Brooks</p> <p>2 wasn't there. I hadn't met with him before.</p> <p>3 Q. So do you know how his name shows up in the</p> <p>4 caption?</p> <p>5 A. I think because he -- the -- I don't know</p> <p>6 why the attorney put his name there. If the</p> <p>7 question that was asked to me as a client in terms</p> <p>8 of who were the board people that you've been</p> <p>9 involved with, he'd have been the first name. He</p> <p>10 would have been the first person that would have</p> <p>11 been named.</p> <p>12 Q. Okay. But as far as the meeting is</p> <p>13 concerned, you don't know if -- as you sit here</p> <p>14 today, you don't know whether he was there or not?</p> <p>15 A. Well, it -- in thinking back on it, I'm now</p> <p>16 clear that he wasn't there.</p> <p>17 Q. And why are you now clear that he wasn't</p> <p>18 there?</p> <p>19 A. Well -- I blame myself for this now. In</p> <p>20 revisiting the meeting itself, if he had been</p> <p>21 there, he would have been chairing the meeting,</p> <p>22 okay, as a president, and he would have been also</p> <p>23 saying something. And this is my -- based on worry</p> <p>24 and under stress around the whole thing, that I</p> <p>25 didn't put that together right away, you know, that</p>	<p style="text-align: right;">Page 148</p> <p>1 E. Brooks</p> <p>2 Q. You've already said Marc wasn't there.</p> <p>3 Michael Conte you said was there, Maxime you said</p> <p>4 was there. Joey Grill you said you think he was</p> <p>5 there, he said something, and others. Who were the</p> <p>6 others?</p> <p>7 A. I don't know.</p> <p>8 Q. Were there other people there?</p> <p>9 A. No.</p> <p>10 Q. And then so why is it said in paragraph 51,</p> <p>11 it says, "and others"?</p> <p>12 A. That's what the attorney wrote. I don't</p> <p>13 know.</p> <p>14 Q. Well, you reviewed this you said three days</p> <p>15 before it was finalized, right?</p> <p>16 A. Absolutely.</p> <p>17 Q. And you told your attorney it was correct,</p> <p>18 right?</p> <p>19 A. I missed it.</p> <p>20 Q. Now, it says that Nigel was part of the</p> <p>21 group that interviewed you. Is that a correct</p> <p>22 statement too? Did you think at that point in time</p> <p>23 that Nigel was a member of the board?</p> <p>24 A. Oh, absolutely.</p> <p>25 Q. Okay. So you thought that he was</p>

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<p style="text-align: right;">Page 149</p> <p>1 E. Brooks</p> <p>2 interviewing you as well?</p> <p>3 A. Absolutely.</p> <p>4 Q. Even though he was the party you were</p> <p>5 negotiating the sublease with?</p> <p>6 A. Yes.</p> <p>7 Q. He had already spoken to you many times</p> <p>8 before that, correct?</p> <p>9 A. No. To Bob.</p> <p>10 Q. Through Bob but in writing?</p> <p>11 A. Yes.</p> <p>12 Q. In writing through you?</p> <p>13 A. Yes.</p> <p>14 Q. Okay. Did you record the interview in any</p> <p>15 way?</p> <p>16 A. I have some notes on it.</p> <p>17 Q. Okay.</p> <p>18 A. I didn't bring them. I have some notes.</p> <p>19 MR. MARGOLIS: Those were not</p> <p>20 produced. I'm going to ask that they be</p> <p>21 produced.</p> <p>22 Q. When did you take those notes?</p> <p>23 A. At the meeting. A couple of notes more</p> <p>24 describing our programs, notes like that, okay.</p> <p>25 And I certainly made a note of the question, the</p>	<p style="text-align: right;">Page 151</p> <p>1 E. Brooks</p> <p>2 going over what happened.</p> <p>3 Q. Okay. And other than taking the notes</p> <p>4 during the meeting, the interview, did you record</p> <p>5 it in any way?</p> <p>6 A. No.</p> <p>7 Q. So no audio recording?</p> <p>8 A. No.</p> <p>9 Q. No phone recording?</p> <p>10 A. No.</p> <p>11 Q. No video recording?</p> <p>12 A. No.</p> <p>13 Q. Have you met any of the people that were at</p> <p>14 the meeting with you physically before?</p> <p>15 A. No.</p> <p>16 Q. Have you seen any of those people since?</p> <p>17 A. No.</p> <p>18 MR. MARGOLIS: Let me have this</p> <p>19 marked as Exhibit D.</p> <p>20 (Defendants' Exhibit D, an email,</p> <p>21 was marked for identification.)</p> <p>22 Q. I'm showing you what we've marked as</p> <p>23 Exhibit D, which is an email that your attorney</p> <p>24 produced in discovery.</p> <p>25 It's an -- oh, an email from Robert King,</p>
<p style="text-align: right;">Page 150</p> <p>1 E. Brooks</p> <p>2 comment that Conte had made in terms of the black</p> <p>3 person hurting people. And I made a note of that</p> <p>4 and --</p> <p>5 Q. When did you make that note?</p> <p>6 A. I think I made it on the spot.</p> <p>7 Q. So while you were talking to these people,</p> <p>8 you were writing that down?</p> <p>9 A. During the meeting. During the meeting or</p> <p>10 either -- I don't know if it was afterwards that I</p> <p>11 made that note. I just had the meeting with them</p> <p>12 and I knew that we were -- that we were in trouble.</p> <p>13 Q. Okay.</p> <p>14 A. We were in trouble.</p> <p>15 Q. I'm just asking you specifically, you made</p> <p>16 a reference to having made a notation about a</p> <p>17 comment that somebody made, and I'm just trying to</p> <p>18 understand when you recorded that statement.</p> <p>19 A. I recorded it probably at the meeting.</p> <p>20 Q. Okay. When you say "probably," as you sit</p> <p>21 here today, do you recall doing that or you're</p> <p>22 guessing that you would have done that then?</p> <p>23 A. Well, I wanted to be accurate and tell the</p> <p>24 truth. I'm not for sure if I recorded it then or</p> <p>25 15 minutes later after the meeting ended and I was</p>	<p style="text-align: right;">Page 152</p> <p>1 E. Brooks</p> <p>2 November 20, 2019, to you.</p> <p>3 Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. Do you recognize this email?</p> <p>6 A. Yes.</p> <p>7 Q. Do you recall receiving this email from</p> <p>8 Mr. King?</p> <p>9 A. Yes.</p> <p>10 Q. Now, it says, "Hi, Emory." That's you?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. And if you look in the middle, it</p> <p>13 says, "Please be mindful that the language you used</p> <p>14 to describe the services you'll be providing at the</p> <p>15 129 West 27th Street clinic is to be shown to the</p> <p>16 board."</p> <p>17 Do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. And it says, "This is the final step</p> <p>20 as board approval is necessary."</p> <p>21 A. Yes.</p> <p>22 Q. Have you ever seen any communications</p> <p>23 whereby the use or the description of the services</p> <p>24 that C.C.M.S. would be providing was shown to the</p> <p>25 board?</p>

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<p style="text-align: right;">Page 153</p> <p>1 E. Brooks</p> <p>2 A. Ask that again.</p> <p>3 MR. MARGOLIS: I'm going to ask the</p> <p>4 reporter to read it.</p> <p>5 (Whereupon, the record was read by</p> <p>6 the reporter.)</p> <p>7 A. Let me think. Yes.</p> <p>8 Q. Okay. What was it that you recall that you</p> <p>9 saw that showed that the use or the services that</p> <p>10 C.C.M.S. was providing was shown to the board?</p> <p>11 A. Can I borrow this for a second and look at</p> <p>12 it?</p> <p>13 Q. Sure. You're pointing to the brochure?</p> <p>14 A. The brochure. I'm just trying to look.</p> <p>15 Because there are six clinics, so I'm trying to</p> <p>16 think back in terms of the history of the</p> <p>17 negotiation around the space. The...</p> <p>18 And you're saying to the board, not to the</p> <p>19 landlord.</p> <p>20 Q. Correct. Not to the landlord.</p> <p>21 A. Right. Okay.</p> <p>22 (Perusing.)</p> <p>23 No. No.</p> <p>24 Q. And it says at the end before it says,</p> <p>25 "very best, Bob," it says, "This is the final step</p>	<p style="text-align: right;">Page 155</p> <p>1 E. Brooks</p> <p>2 please advise and I will forward instructions for</p> <p>3 execution promptly."</p> <p>4 Do you see that?</p> <p>5 A. Yes.</p> <p>6 Q. Okay. Do you know whether anybody</p> <p>7 responded to Diana Lee's inquiry about whether the</p> <p>8 co-op has approved?</p> <p>9 A. I don't know. I don't know.</p> <p>10 Q. Do you know if Diana Lee ever made any</p> <p>11 inquiry on your behalf or on C.C.M.S.'s behalf</p> <p>12 prior to your execution of the sublease whether or</p> <p>13 not the board had approved the transaction?</p> <p>14 A. I don't remember.</p> <p>15 MR. MARGOLIS: Let me have this</p> <p>16 marked as Exhibit E.</p> <p>17 (Defendants' Exhibit E, an email,</p> <p>18 was marked for identification.)</p> <p>19 Q. I'm showing you an email that was produced</p> <p>20 by your attorneys. It's a communication between</p> <p>21 Diana Lee, which is your transactional attorney,</p> <p>22 correct?</p> <p>23 A. Yes.</p> <p>24 Q. And yourself, Ebrooks@ccmny.org. Have you</p> <p>25 seen this email before?</p>
<p style="text-align: right;">Page 154</p> <p>1 E. Brooks</p> <p>2 as board approval is necessary."</p> <p>3 Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. So it's fair to say that as of November 20,</p> <p>6 2019, you were aware that there was no board</p> <p>7 approval, correct?</p> <p>8 A. Yes.</p> <p>9 Q. Take a look at Exhibit A -- B rather, the</p> <p>10 complaint again. Please turn to Page 7. That's</p> <p>11 the numbered Page 7 at the bottom.</p> <p>12 In paragraph 29 at the bottom it says,</p> <p>13 quote, "On December 9, Lee responded with</p> <p>14 additional changes in an e-mail and added, quote,</p> <p>15 'Can we assume the co-op has approved going forward</p> <p>16 with this lease and the minor work needed for</p> <p>17 tenant to occupy so the lease can commence on</p> <p>18 December 15th?"</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. Now, take a look at number 30 which is the</p> <p>22 next paragraph. It says, "Harris replied on</p> <p>23 December 10th by sending Lee a copy of a redlined</p> <p>24 sublease and a, quote, 'final executable copy' and</p> <p>25 wrote that, quote, 'If the attached is acceptable,</p>	<p style="text-align: right;">Page 156</p> <p>1 E. Brooks</p> <p>2 A. Let me look at it.</p> <p>3 (Perusing.)</p> <p>4 Yes.</p> <p>5 Q. So you recall seeing this email?</p> <p>6 A. Yes.</p> <p>7 Q. You received it from Diana Lee?</p> <p>8 A. Yes.</p> <p>9 Q. If you see item number 5, it says, "re: 40</p> <p>10 E. Has the co-op consented to the sublease and the</p> <p>11 work to be performed by tenant to prepare the space</p> <p>12 for its use? Emory, are there any permits needed?"</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. Did you respond to Diana Lee?</p> <p>16 A. I did, but I don't remember what I said</p> <p>17 without checking.</p> <p>18 Q. When you say without checking?</p> <p>19 A. Without going and finding my response to</p> <p>20 this.</p> <p>21 Q. Okay. So you believe you would have</p> <p>22 communicated to her back?</p> <p>23 A. Yes. Mm-hmm.</p> <p>24 Q. As you sit here today, do you know with</p> <p>25 respect to specifically number 5, whether you</p>

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<p style="text-align: right;">Page 157</p> <p>1 E. Brooks</p> <p>2 advised her about the co-op's consent?</p> <p>3 A. No.</p> <p>4 MR. MARGOLIS: I'm going to call</p> <p>5 for the production of any communications</p> <p>6 from Mr. Brooks to Ms. Lee responding to</p> <p>7 this email specifically.</p> <p>8 Q. Is it fair to state at this time, December</p> <p>9 11, 2019, that your attorney Diana Lee didn't know</p> <p>10 whether the co-op at that point had consented to</p> <p>11 the sublease?</p> <p>12 A. That's correct.</p> <p>13 Q. Take a look at paragraph 31 of the</p> <p>14 complaint.</p> <p>15 We should just keep that in front --</p> <p>16 (Simultaneous speakers.)</p> <p>17 Q. And just keep that to your side because I'm</p> <p>18 going to keep coming back to that.</p> <p>19 A. All right. 30?</p> <p>20 Q. No. 31 which is on Page 8.</p> <p>21 In paragraph 31 it says, "On December 16th,</p> <p>22 C.C.M.S.'s broker Bob King emailed Oxford Realty's</p> <p>23 Nigel Shamash inviting Shamash to visit an existing</p> <p>24 C.C.M.S. office in Brooklyn. It was understood</p> <p>25 then that Shamash wanted to conduct due diligence</p>	<p style="text-align: right;">Page 159</p> <p>1 E. Brooks</p> <p>2 approval and we'll try to get you in there in two</p> <p>3 or three days. That's on voice message.</p> <p>4 Q. Okay. And that's something that you have</p> <p>5 preserved?</p> <p>6 A. Yes.</p> <p>7 MR. MARGOLIS: Okay. I'm going to</p> <p>8 call for the production of this, which has</p> <p>9 also not been produced.</p> <p>10 Q. It's your recollection that in that</p> <p>11 recording he told you that you received board</p> <p>12 approval?</p> <p>13 A. I think so. I'm not a hundred percent</p> <p>14 sure. There was a whole lot of we're about to have</p> <p>15 it, you know, I think we got it. We should be able</p> <p>16 to get in in two or three days. I don't know if it</p> <p>17 was any more than that.</p> <p>18 Q. So you don't know with certainty that it</p> <p>19 was actually a statement of approval, but it may be</p> <p>20 something positive-sounding?</p> <p>21 A. Yes.</p> <p>22 Q. Okay. It says, "I hope this works out."</p> <p>23 Any idea -- do you have any idea why Bob</p> <p>24 King would be saying to Nigel, I hope this works</p> <p>25 out?</p>
<p style="text-align: right;">Page 158</p> <p>1 E. Brooks</p> <p>2 on C.C.M.S.'s existing offices or operations. King</p> <p>3 added in the email, quote, 'Nigel, I gave Emory,</p> <p>4 C.C.M.S.'s president, assurances that the board had</p> <p>5 approved already. I hope this works out."</p> <p>6 Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. So as of this point, is it your</p> <p>9 recollection that Bob King had assured you that the</p> <p>10 board had approved it by that point?</p> <p>11 MS. TURNER: Objection.</p> <p>12 Q. You could answer.</p> <p>13 A. Yes.</p> <p>14 Q. Okay. And how did Bob give you that</p> <p>15 assurance?</p> <p>16 A. I don't know if -- I don't remember if it</p> <p>17 was by email or by phone call.</p> <p>18 Q. Well, what did he tell you about a board</p> <p>19 approval?</p> <p>20 A. I'd have to review my documents. I'd have</p> <p>21 to review my documents and an email that -- I mean,</p> <p>22 a telephone call that I did record that he called</p> <p>23 me -- I have to check the date now, in terms of</p> <p>24 being very excited and happy and so forth and said</p> <p>25 we got it. Nigel just called me and we have the</p>	<p style="text-align: right;">Page 160</p> <p>1 E. Brooks</p> <p>2 MS. TURNER: Objection. Calls for</p> <p>3 speculation.</p> <p>4 Q. If you know. I'm not asking you to</p> <p>5 speculate.</p> <p>6 A. Yes. Everyone -- everyone -- I was</p> <p>7 concerned. Bob King, everyone was worried at this</p> <p>8 point that the deal was being sabotaged, okay. So</p> <p>9 any little signs in terms of delay in what was</p> <p>10 going on and we think that people changed -- some</p> <p>11 people that were in support of the project changed</p> <p>12 their mind about supporting it. That's what it</p> <p>13 felt like. I'll just say to you.</p> <p>14 Q. Okay. But this was December 16th though.</p> <p>15 So what happened at around December 16th that made</p> <p>16 you think that the deal was maybe being sabotaged?</p> <p>17 You testified earlier you had not yet gotten the</p> <p>18 application; you hadn't been told about the</p> <p>19 interview. Nothing. So tell me what was happening</p> <p>20 at this date that supports your statement now that</p> <p>21 the deal was somehow maybe being sabotaged by</p> <p>22 people changing their minds.</p> <p>23 A. I'd have to check my emails and notes</p> <p>24 around that time. Is this from the 15th --</p> <p>25 Q. The 16th.</p>

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<p style="text-align: right;">Page 161</p> <p>1 E. Brooks</p> <p>2 A. The 16th. I think that one of the things</p> <p>3 that had just happened was the -- in the</p> <p>4 negotiation of the lease, the attorney all of a</p> <p>5 sudden became unavailable -- became unavailable to</p> <p>6 finish the lease with Diana.</p> <p>7 Q. What attorney?</p> <p>8 A. Eton Harris. Okay. Eton Harris, and it</p> <p>9 was a matter of, you know, four or five days or so.</p> <p>10 And it felt like something had happened. And we</p> <p>11 contacted Nigel. And that was the email from Nigel</p> <p>12 saying look, no, no. Don't worry about this.</p> <p>13 We're a man of our word. We haven't changed our</p> <p>14 mind. And he sent an email and copied us where he</p> <p>15 was yelling at the attorney, Get back to Diane,</p> <p>16 finish this up, and so forth.</p> <p>17 So this was the climate, okay, that this</p> <p>18 was occurring in. And of course it put us in a</p> <p>19 complete paranoid state at that point in terms</p> <p>20 of -- so that's -- to answer your question, that</p> <p>21 was a little sign that something was going wrong</p> <p>22 around the deal.</p> <p>23 Q. Okay.</p> <p>24 A. Our interpretation of it now -- my</p> <p>25 interpretation of it.</p>	<p style="text-align: right;">Page 163</p> <p>1 E. Brooks</p> <p>2 Q. I don't want you to guess. I want real</p> <p>3 facts. I want what you know. I don't want you to</p> <p>4 guess. I'm asking you --</p> <p>5 A. I don't know.</p> <p>6 Q. Do you know who that sixth vote even was?</p> <p>7 A. No.</p> <p>8 Q. Do you even know other than them telling</p> <p>9 you that there was a need for a sixth vote, that</p> <p>10 there actually was a sixth vote that was relevant</p> <p>11 here?</p> <p>12 A. Just common sense. Just common sense that</p> <p>13 if Nigel didn't have a lot of votes committed to</p> <p>14 him, okay, for his own sake and his own finances,</p> <p>15 wouldn't have allowed it to have gone this far. He</p> <p>16 would not -- why would he be spending 10, \$15,000</p> <p>17 to create a lease if he's thinking that, Wait now.</p> <p>18 I'm not for sure I can get this approved.</p> <p>19 Why couldn't he just simply waited --</p> <p>20 waited and got the approval from the board before</p> <p>21 his spending his own money. He didn't do that. So</p> <p>22 he acted as if he had control of the deal, which</p> <p>23 was consistent with what he said all along. And so</p> <p>24 we accepted that.</p> <p>25 (Simultaneous speakers.)</p>
<p style="text-align: right;">Page 162</p> <p>1 E. Brooks</p> <p>2 Q. Okay. What knowledge do you have today</p> <p>3 that Marc Paturet knew about what was going on at</p> <p>4 around this time?</p> <p>5 A. There was no reason to think anything</p> <p>6 otherwise.</p> <p>7 Q. Well, I'm asking -- I hear you. I</p> <p>8 appreciate that. But I'm asking specifically,</p> <p>9 tangibly, what did you know that Marc Paturet was</p> <p>10 thinking or doing at this time relating to this</p> <p>11 deal?</p> <p>12 A. Well, we think that he was the reason why</p> <p>13 we were getting close and that they were</p> <p>14 negotiating and trying to find that sixth vote or</p> <p>15 if someone else -- it's the sixth vote. It was</p> <p>16 like someone grabbed the sixth vote and said no,</p> <p>17 no, no, no. Let's not approve this and --</p> <p>18 Q. Okay. Who is the someone that grabbed the</p> <p>19 sixth vote? Do you know specifically who that is?</p> <p>20 A. I don't know specifically.</p> <p>21 Q. Okay. Well, do you know not specifically?</p> <p>22 Do you know at all?</p> <p>23 A. I could guess.</p> <p>24 Q. No.</p> <p>25 A. You don't want a guess.</p>	<p style="text-align: right;">Page 164</p> <p>1 E. Brooks</p> <p>2 Q. But do you know as a fact that he had</p> <p>3 control over the deal?</p> <p>4 A. Just common sense.</p> <p>5 Q. But I'm asking if you knew as a fact that</p> <p>6 he had control over the deal?</p> <p>7 A. No.</p> <p>8 MS. TURNER: Objection.</p> <p>9 Q. You also testified that you believed there</p> <p>10 were 12 members of the board. Explain to me how</p> <p>11 six votes would have given you approval.</p> <p>12 A. I don't know. I don't know what the</p> <p>13 bylaws -- I couldn't understand it. I don't know</p> <p>14 what the bylaws and the proprietary lease states</p> <p>15 about that. There is some language in there that</p> <p>16 describes it. But I don't have the ability to</p> <p>17 really understand as someone that's an expert in</p> <p>18 terms of, you know, leases and so forth. I didn't</p> <p>19 understand. I just knew that there were 12 floors.</p> <p>20 But the 12th floor could have been for something</p> <p>21 else, and this is all based on what Nigel had</p> <p>22 communicated to Bob from the very beginning.</p> <p>23 Q. Which you acknowledged you didn't verify by</p> <p>24 reviewing any of the documents -- the corporate</p> <p>25 documents yourself, correct?</p>

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<p style="text-align: right;">Page 165</p> <p>1 E. Brooks</p> <p>2 A. Right.</p> <p>3 Q. Okay. Take a look at paragraph 39 on Page</p> <p>4 9.</p> <p>5 It says there, "After C.C.M.S. sent the</p> <p>6 signed sublease and checks on December 19th, King</p> <p>7 asked Nigel Shamash by email, 'Where are we with</p> <p>8 the board? C.C.M.S. has deliveries coming and</p> <p>9 asking me for the keys.' On December 22, King</p> <p>10 emailed Shamash and asked, 'Do we have board</p> <p>11 approval? Let's finish this.' Saul Tawil from</p> <p>12 Oxford emailed King, 'Patience. We are at the</p> <p>13 finish line.'"</p> <p>14 Do you see that?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. Were you privy to those</p> <p>17 communications?</p> <p>18 A. Yes.</p> <p>19 Q. Okay. So it's fair to say that on December</p> <p>20 22, King was inquiring of Shamash do we have board</p> <p>21 approval.</p> <p>22 Do you see that?</p> <p>23 A. Yes.</p> <p>24 Q. And so you knew at that point in time that</p> <p>25 there was no board approval?</p>	<p style="text-align: right;">Page 167</p> <p>1 E. Brooks</p> <p>2 A. Nigel.</p> <p>3 Q. Okay.</p> <p>4 A. Had represented to the broker in terms of</p> <p>5 the process and this is all inconsistent with his</p> <p>6 having five votes in his pocket and needing six.</p> <p>7 Q. But at this time in or about December 23,</p> <p>8 Bob and Shamash are emailing with each other, and</p> <p>9 it's clear, at least from these emails as</p> <p>10 communicated to you, that things are not yet in</p> <p>11 place with the building, correct?</p> <p>12 A. Yes.</p> <p>13 MS. TURNER: Objection.</p> <p>14 THE WITNESS: Oh, I'm sorry.</p> <p>15 Q. You can answer.</p> <p>16 A. Yes.</p> <p>17 Q. Yes.</p> <p>18 MR. MARGOLIS: Let's have this</p> <p>19 marked as Exhibit F.</p> <p>20 (Defendant's Exhibit F, email</p> <p>21 thread, were marked for identification.)</p> <p>22 Q. I'm showing you what's been marked as</p> <p>23 Exhibit F which is a couple of emails. Your</p> <p>24 attorney produced these as C.C.M.S. 28 to 29.</p> <p>25 If you take a look at the last page, and</p>
<p style="text-align: right;">Page 166</p> <p>1 E. Brooks</p> <p>2 A. Yes. Yes.</p> <p>3 Q. In 41 it says, "After C.C.M.S. was turned</p> <p>4 away by the building, King emailed Shamash that</p> <p>5 same day, quote, 'They, C.C.M.S., had planned to</p> <p>6 begin moving today. They have been turned away by</p> <p>7 building personnel because they have not been</p> <p>8 informed that a lease has been signed. That may be</p> <p>9 legally correct, but it stinks. Is this going to</p> <p>10 happen?'"</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. Were you aware of this email communication</p> <p>14 from King to Shamash?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And do you know what King is</p> <p>17 referring to when he says that may be legally</p> <p>18 correct?</p> <p>19 A. Well, yes. In terms of the requirement for</p> <p>20 the board to meet, all of this is correct. But</p> <p>21 it's inconsistent with what Shamash has represented</p> <p>22 to the broker in terms of --</p> <p>23 Q. That's who?</p> <p>24 A. Shamash -- Nigel.</p> <p>25 Q. Nigel.</p>	<p style="text-align: right;">Page 168</p> <p>1 E. Brooks</p> <p>2 then look forward to the front page, at least the</p> <p>3 email at the bottom, that's consistent with the Q</p> <p>4 and A we just had a moment ago, right? Is this the</p> <p>5 communication between Robert King and Shamash about</p> <p>6 the move-in?</p> <p>7 A. Let me look.</p> <p>8 Q. Sure.</p> <p>9 A. (Perusing.)</p> <p>10 Yes.</p> <p>11 Q. And this is -- is there any reference to</p> <p>12 the board here?</p> <p>13 A. Nigel is communicating that the board vote</p> <p>14 is set imminently.</p> <p>15 Q. That's the email above. I was asking you</p> <p>16 in the email in the bottom.</p> <p>17 A. Okay. Let's see.</p> <p>18 (Perusing.)</p> <p>19 (Unintelligible) and what's your question?</p> <p>20 Q. Is there any reference to the board in that</p> <p>21 email?</p> <p>22 A. No.</p> <p>23 Q. In the email above on the first page, as</p> <p>24 you pointed out a minute ago, there is a reference</p> <p>25 from Nigel Shamash in his email to Bob about, "The</p>

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<p style="text-align: right;">Page 169</p> <p>1 E. Brooks</p> <p>2 board vote is set immediately. It's no different</p> <p>3 to any other building."</p> <p>4 Do you see that?</p> <p>5 A. Yes.</p> <p>6 MS. TURNER: Objection.</p> <p>7 Q. Do you see that? You can answer the</p> <p>8 question.</p> <p>9 A. Yes.</p> <p>10 Q. This email was shared with you by Bob?</p> <p>11 A. Yes.</p> <p>12 Q. There's no reference to the sixth vote.</p> <p>13 Do you see that?</p> <p>14 A. Right.</p> <p>15 Q. When you got this email from Bob and it</p> <p>16 said board vote is at immediately, did you</p> <p>17 communicate to him in any way in writing, what</p> <p>18 board vote? You already have five votes, we just</p> <p>19 needed the sixth vote. What is the board vote that</p> <p>20 is referred to here? Did you communicate in any</p> <p>21 way that way?</p> <p>22 MS. TURNER: Objection.</p> <p>23 Q. You can answer.</p> <p>24 A. No.</p> <p>25 MS. TURNER: Can I just clarify?</p>	<p style="text-align: right;">Page 171</p> <p>1 E. Brooks</p> <p>2 A. Right.</p> <p>3 Q. Have you seen this before?</p> <p>4 A. Yes.</p> <p>5 Q. If you take a look at the second and third</p> <p>6 pages, it's a form with handwriting. Is that your</p> <p>7 handwriting?</p> <p>8 A. Yes, it is.</p> <p>9 Q. And take a look at the last page.</p> <p>10 And there's a signature on that page. Do</p> <p>11 you recognize that signature?</p> <p>12 A. Yes. It's mine.</p> <p>13 Q. And there's a date. Do you see the date?</p> <p>14 A. Yes.</p> <p>15 Q. What is the date?</p> <p>16 A. December 24th.</p> <p>17 Q. What year?</p> <p>18 A. 2019.</p> <p>19 Q. Okay.</p> <p>20 Can we just go off the record for one</p> <p>21 moment?</p> <p>22 (Whereupon, a discussion was held</p> <p>23 off the record.)</p> <p>24 (Whereupon, a recess was taken at</p> <p>25 this time.)</p>
<p style="text-align: right;">Page 170</p> <p>1 E. Brooks</p> <p>2 The email says the board vote is set</p> <p>3 imminently. I think you said immediately a</p> <p>4 few times. I just wanted to correct --</p> <p>5 MR. MARGOLIS: If I said</p> <p>6 immediately, I meant to say imminently.</p> <p>7 You can correct the record. Thank you.</p> <p>8 Thanks.</p> <p>9 Q. You can put that down.</p> <p>10 A. Okay.</p> <p>11 Q. Do you know as of this date whether you had</p> <p>12 submitted the application?</p> <p>13 MR. CASE: You mean December 23rd,</p> <p>14 right?</p> <p>15 MR. MARGOLIS: December 23.</p> <p>16 A. Do I know as of December 23rd if I had</p> <p>17 submitted? I think it was submitted on that date,</p> <p>18 around that date.</p> <p>19 Q. Well, let me show you and we'll mark as</p> <p>20 Exhibit G.</p> <p>21 (Defendants' Exhibit G, sublet</p> <p>22 application, was marked for</p> <p>23 identification.)</p> <p>24 Q. I'm showing you what's been marked as</p> <p>25 Exhibit G. Take a look at this.</p>	<p style="text-align: right;">Page 172</p> <p>1 E. Brooks</p> <p>2 MR. MARGOLIS: Let's have this</p> <p>3 marked as H.</p> <p>4 (Defendants' Exhibit H, email</p> <p>5 thread, were marked for identification.)</p> <p>6 Q. Okay. Mr. Brooks, I'm showing you a series</p> <p>7 of emails. It's a two-page document produced by</p> <p>8 your attorneys, C.C.M.S. 16 to 17.</p> <p>9 It starts with an email at the bottom where</p> <p>10 Nigel is writing to Robert, "Robert, please have</p> <p>11 this filled in ASAP. Thanks. Nothing here we</p> <p>12 don't already have. Need to get this email to the</p> <p>13 board this minute."</p> <p>14 Do you see that?</p> <p>15 A. Yes.</p> <p>16 Q. And then right above it there's an email</p> <p>17 from Robert to you. This is December 23rd at 12:46</p> <p>18 p.m. "Please fill out ASAP."</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. Do you recall receiving this email?</p> <p>22 A. Yes.</p> <p>23 Q. Now, take a look at the above. There's an</p> <p>24 email from Nigel to Diana Lee, cc Robert King and</p> <p>25 you. I think also your admin is there.</p>

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1 E. Brooks

2 Do you see that?

3 A. Yes, I do.

4 Q. Okay. It says, "Monday, December 23rd at

5 12:51 p.m., reapplication. Peter says he sees no

6 issue with this tenant, so please fill in the

7 document and any nonconforming questions simply

8 leave blank or write not applicable."

9 Do you see that?

10 A. Yes.

11 Q. You testified earlier about some sort of

12 email where Peter had said something about the

13 tenant. Do you recall that?

14 A. Yes.

15 Q. Is this the email that you were referring

16 to?

17 A. I think so.

18 Q. Okay. Thank you. And who do you

19 understand Peter to be?

20 A. In charge of the Kaled leasing company.

21 Q. Okay.

22 A. He's the boss.

23 Q. When you say the Kaled leasing company, do

24 you mean the managing agent of the building?

25 A. Yes.

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2 Q. Are you aware or have seen any

3 communications between Peter at Kaled and the board

4 regarding C.C.M.S.?

5 A. No.

6 Q. Do you have any reason to doubt that on

7 this day Peter believed that your application was

8 fine?

9 A. I have no reason to doubt it.

10 I'm not allowed to ask you a question ever?

11 Q. No, no, no.

12 A. Next time.

13 Q. I know. If we were having coffee, you

14 would. But not in this context, sir. I'm sorry.

15 A. Okay.

16 Q. Okay. You can put that down, please.

17 A. All right.

18 MR. MARGOLIS: Let's have this

19 marked as I.

20 (Defendants' Exhibit I, email

21 thread, was marked for identification.)

22 Q. Mr. Brooks, I'm showing you a two-page

23 document produced by your attorneys, C.C.M.S. 18 to

24 19. I want to start on the second page which seems

25 to be the earliest of the emails. There's an email

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2 at the bottom from Emory Brooks, Tuesday, December

3 24th, 6:05 p.m. to a number of email addresses.

4 Do you see that?

5 A. Yes, I do.

6 Q. Okay. And that's an email -- have you seen

7 this email before?

8 A. Yes.

9 Q. And is that the email that transmitted the

10 application?

11 A. Yes.

12 Q. You had not submitted an application at any

13 point in time before this, correct?

14 A. That's correct.

15 Q. Okay. So there are a couple of email

16 addresses I just want to go over with you.

17 Do you recognize the email address

18 Ns@5cre.com?

19 A. Let me find that actually. That's Nigel's.

20 That's Nigel's company.

21 Q. And then it says, "Susan Rubin,

22 Susan@kaled.com"?

23 A. Yes.

24 Q. Okay. That's the managing agent, correct?

25 A. Yes.

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2 Q. Then there's one Kbknyc@gmail.com. Who is

3 that?

4 A. That's Bob. Bob King.

5 Q. Bob King. Okay. And then Dlee@manatt,

6 that's your lawyer, correct?

7 A. Yes.

8 Q. Okay.

9 (Reporter clarification.)

10 MR. MARGOLIS: M-A-N-A-T-T.

11 Q. Right above that is an email December 26th.

12 I guess everybody took off for Christmas. You sent

13 it in on Christmas Eve at 6:05 p.m. Do you

14 remember doing that on Christmas Eve?

15 A. Let's see. This came from me?

16 Q. On the bottom.

17 A. On the 24th.

18 Q. Yes.

19 A. Yes.

20 Q. That's Christmas Eve, right?

21 A. Yes.

22 Q. 6:05 p.m.

23 A. Yes.

24 Q. And then you get a response the day after

25 Christmas, December 26th, from Susan.

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<p style="text-align: right;">Page 177</p> <p>1 E. Brooks</p> <p>2 Do you see that above?</p> <p>3 A. Yes.</p> <p>4 Q. "I am in receipt of your application which</p> <p>5 I will start to process"?</p> <p>6 A. Yes.</p> <p>7 Q. And then she asks you about the checks.</p> <p>8 Do you see that?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Then above that there's an email</p> <p>11 from Nigel to Susan, cc you.</p> <p>12 Do you see that?</p> <p>13 A. I see that.</p> <p>14 Q. Where he tells her that, "However, we are</p> <p>15 in a rush. We will handle any payment next real</p> <p>16 working day. Is that okay? Thanks."</p> <p>17 Do you see that?</p> <p>18 A. Yes.</p> <p>19 Q. Did they advance the fee?</p> <p>20 A. No. We paid the fee.</p> <p>21 Q. Okay. Do you know what he meant by "we</p> <p>22 will handle any payment next real working day"?</p> <p>23 A. My understanding is that he was saying</p> <p>24 don't hold up anything based on that, that we'll be</p> <p>25 responsible for --</p>	<p style="text-align: right;">Page 179</p> <p>1 E. Brooks</p> <p>2 and addresses the email to Nigel himself.</p> <p>3 Do you see that?</p> <p>4 A. Yes.</p> <p>5 Q. Do you recall seeing this email?</p> <p>6 A. Yes, I do.</p> <p>7 Q. Okay. You can put that down.</p> <p>8 A. Mm-hmm.</p> <p>9 MR. MARGOLIS: Let's have this</p> <p>10 marked as J.</p> <p>11 (Defendants' Exhibit J, sublease</p> <p>12 summary, was marked for identification.)</p> <p>13 Q. Okay. Mr. Brooks, I'm showing you</p> <p>14 something, a document, two pages, C.C.M.S. 68 to 69</p> <p>15 produced by your client. Do you see that -- by</p> <p>16 your attorney.</p> <p>17 Do you see that?</p> <p>18 A. I see this.</p> <p>19 Q. Have you seen this before?</p> <p>20 A. Let me look and see. I think so.</p> <p>21 Q. Okay. Do you know who drafted this</p> <p>22 document?</p> <p>23 A. Let me look at it carefully now.</p> <p>24 Q. Please.</p> <p>25 A. I don't know who prepared this.</p>
<p style="text-align: right;">Page 178</p> <p>1 E. Brooks</p> <p>2 Q. So the "we" meaning somehow either you guys</p> <p>3 or him, somebody would handle it?</p> <p>4 A. Well, clearly we were supposed to handle</p> <p>5 it, but he was saying that he would be responsible</p> <p>6 for it. And he didn't want Susan to hold us up</p> <p>7 five minutes, the processing of it based on the</p> <p>8 fee.</p> <p>9 Q. Understood. Got you. Okay. And Susan</p> <p>10 writes back moments later, "I will start the</p> <p>11 process and then submit to the board."</p> <p>12 Do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. Do you remember seeing that at this time?</p> <p>15 A. Yes.</p> <p>16 Q. So as of this time, it was communicated to</p> <p>17 you that the board was going to be seeing your</p> <p>18 package, right?</p> <p>19 A. Yes.</p> <p>20 Q. And the board hadn't seen that package at</p> <p>21 any prior time because you never submitted anything</p> <p>22 directly to the board, correct?</p> <p>23 A. That's correct.</p> <p>24 Q. The next thing is Bob writes around</p> <p>25 lunchtime to Susan, but then he cc's you and Nigel</p>	<p style="text-align: right;">Page 180</p> <p>1 E. Brooks</p> <p>2 Q. Have you ever seen it before?</p> <p>3 A. I think I have. I'm not for sure.</p> <p>4 Q. You're not sure. Okay. Take a look at the</p> <p>5 front page in the top in the first paragraph.</p> <p>6 It says, "The building is owned by a</p> <p>7 cooperative cooperation in which landlord leases</p> <p>8 the premises." And then it defines the situation,</p> <p>9 that situation as described, the over-lease.</p> <p>10 So it says, "in which the landlord leases</p> <p>11 the premises from West 27th Street Realty, Inc.,</p> <p>12 the over-landlord. Therefore, this is a sublease."</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. Is that consistent with your understanding</p> <p>16 about what the arrangement was intended to be</p> <p>17 between C.C.M.S., Oxford Realty, and West 27th</p> <p>18 Street Realty, Inc.?</p> <p>19 A. Well, the problem I'm seeing right now in</p> <p>20 terms of listing the premises as the entire 8th</p> <p>21 floor, that's not correct.</p> <p>22 Q. Well, I'm asking you about -- I see what it</p> <p>23 says about the premises. I'm not asking you about</p> <p>24 that. I'm asking you about the top. The</p> <p>25 narrative. This describes that there's a landlord</p>

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<p style="text-align: right;">Page 181</p> <p>1 E. Brooks</p> <p>2 and that there's an over-lease, an over-landlord.</p> <p>3 Do you see that?</p> <p>4 A. Yes, I do.</p> <p>5 Q. Okay. So is that consistent with your</p> <p>6 understanding that the over-landlord was West 27th</p> <p>7 Street Realty, Inc.?</p> <p>8 A. Well, I didn't -- I didn't see or</p> <p>9 understand this in the past. This is the first</p> <p>10 time that I'm looking at this.</p> <p>11 Q. Okay. So you don't -- this doesn't mean</p> <p>12 much to you because you never saw it before?</p> <p>13 A. That's right.</p> <p>14 Q. Okay. So let's move on.</p> <p>15 Let's have this marked as K.</p> <p>16 (Defendants' Exhibit K, sublease,</p> <p>17 was marked for identification.)</p> <p>18 (Whereupon, a discussion was held</p> <p>19 off the record.)</p> <p>20 Q. I'm showing you what we've marked as K.</p> <p>21 Have you seen this document before?</p> <p>22 A. Yes, I have.</p> <p>23 Q. What is this document?</p> <p>24 A. This is the lease for the premises.</p> <p>25 Q. Is this the sublease or the lease?</p>	<p style="text-align: right;">Page 183</p> <p>1 E. Brooks</p> <p>2 Q. Now, do you see the next section, it says,</p> <p>3 "witnesseth," W-I-T-N-E-S-S-E-T-H, "witnesseth"?</p> <p>4 A. Yeah.</p> <p>5 Q. Okay. And then it says, "Whereas by</p> <p>6 agreement dating June 15, 2004, herein after the</p> <p>7 over-lease West 27th Street Realty, Inc., herein</p> <p>8 after the over-landlord has leased to owner unit</p> <p>9 number 8, which owner hereby represents to tenant</p> <p>10 is the entire 8th floor in the building known by</p> <p>11 street number as 129 West 27th Street, New York,</p> <p>12 New York."</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Now, this document is Bates stamped</p> <p>16 with a o-op 0289 on the bottom through co-op 0321.</p> <p>17 I'll represent that this is a document that we</p> <p>18 produced to your attorneys. What I'd like you to</p> <p>19 do is I'd like you to turn to Page Co-op 0293. And</p> <p>20 let me know when you get there.</p> <p>21 A. Okay.</p> <p>22 Q. Okay. So there's a signature at the bottom</p> <p>23 under the printed letters C.C.M.S.</p> <p>24 Do you see that?</p> <p>25 A. Yes, I do.</p>
<p style="text-align: right;">Page 182</p> <p>1 E. Brooks</p> <p>2 A. Well, I was going to say lease, but</p> <p>3 sublease. It's the sublease.</p> <p>4 Q. Okay. It says at the top "standard form of</p> <p>5 sublease Oxford Realty."</p> <p>6 Do you see that?</p> <p>7 A. I see that.</p> <p>8 Q. Okay. Then if you go to the first</p> <p>9 paragraph under where it says, "agreement of</p> <p>10 sublease," it says -- well, it says before that,</p> <p>11 "Agreement of sublease made as of this 12th day of</p> <p>12 December 2019."</p> <p>13 Do you see that?</p> <p>14 A. Let me find that. Where is that?</p> <p>15 Q. It's the very small print over here</p> <p>16 (indicating).</p> <p>17 Agreement of sublease, and there's a date.</p> <p>18 Do you see that?</p> <p>19 A. Yes.</p> <p>20 Q. Okay. And then it says, "Oxford Realty &</p> <p>21 Holdings LLC," with an address, "party of the first</p> <p>22 part, herein after owner, and C.C.M.S.," with an</p> <p>23 address, "party of the second part."</p> <p>24 Do you see that?</p> <p>25 A. I see that.</p>	<p style="text-align: right;">Page 184</p> <p>1 E. Brooks</p> <p>2 Q. Do you recognize that signature?</p> <p>3 A. That's my signature.</p> <p>4 Q. Okay. And there's also a witness's</p> <p>5 signature.</p> <p>6 Do you see that?</p> <p>7 A. Yes, I do.</p> <p>8 Q. Do you recognize that signature?</p> <p>9 A. No.</p> <p>10 Q. Okay. Do you remember signing the</p> <p>11 sublease?</p> <p>12 A. No.</p> <p>13 Q. Did you sign the sublease?</p> <p>14 A. I think I did. I don't remember though.</p> <p>15 Q. Okay.</p> <p>16 A. I don't remember this.</p> <p>17 Q. Okay. Well, at some point earlier today</p> <p>18 you testified that you signed the sublease, but you</p> <p>19 don't remember ever getting a copy of the</p> <p>20 sublease -- signed lease returned from Oxford. Do</p> <p>21 you remember that testimony?</p> <p>22 A. Yes.</p> <p>23 Q. Okay. Do you have any reason to believe</p> <p>24 that this is not the sublease that you signed?</p> <p>25 A. Well, this makes no sense in terms of this</p>

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<p style="text-align: right;">Page 185</p> <p>1 E. Brooks</p> <p>2 shows the premises at the 8th floor and we're the</p> <p>3 7th floor.</p> <p>4 Q. Okay. I'm not asking you whether it makes</p> <p>5 sense or not. I'm just asking you -- I'm asking</p> <p>6 you if you signed -- you recognized your signature,</p> <p>7 and you said yes. And so you're not -- you're not</p> <p>8 sure if you signed the sublease?</p> <p>9 MS. TURNER: Objection.</p> <p>10 A. I'm not -- I'm not saying that. I'm just</p> <p>11 saying your question is this is my signature?</p> <p>12 Q. Correct.</p> <p>13 A. Okay. That's what you're asking, did I</p> <p>14 sign this?</p> <p>15 Q. Correct.</p> <p>16 A. Yes. The answer is yes.</p> <p>17 Q. Okay. My other question to you was there's</p> <p>18 a recital on the first page where it speaks about</p> <p>19 West 27th Realty, Inc. being the over-landlord.</p> <p>20 Do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. Did you understand in signing the sublease</p> <p>23 that you signed that there was an over-landlord to</p> <p>24 Oxford being the landlord that was subleasing to</p> <p>25 you?</p>	<p style="text-align: right;">Page 187</p> <p>1 E. Brooks</p> <p>2 A. Yes.</p> <p>3 Q. Take a look at the next page.</p> <p>4 Did you initial that?</p> <p>5 A. Yes.</p> <p>6 Q. Take a look at the next page.</p> <p>7 Did you initial that?</p> <p>8 A. Yes.</p> <p>9 Q. I'll represent that through the end of the</p> <p>10 document, which is co-op 0321, they're all</p> <p>11 initialed similarly. Any reason to believe those</p> <p>12 are not your signatures -- your initials rather?</p> <p>13 A. No.</p> <p>14 Q. Did you read any of those pages before</p> <p>15 initialing them, Mr. Brooks?</p> <p>16 A. I don't think so. No.</p> <p>17 Q. Where were you when you initialed this</p> <p>18 document?</p> <p>19 A. I don't remember. I don't remember if this</p> <p>20 was e-mailed to me and I signed and initialed them</p> <p>21 and emailed them back to someone -- to the</p> <p>22 attorney.</p> <p>23 Q. Do you recall being in the same room with</p> <p>24 your attorney when you initialed this?</p> <p>25 A. That I know I was not. I would have been</p>
<p style="text-align: right;">Page 186</p> <p>1 E. Brooks</p> <p>2 A. Did I understand that?</p> <p>3 Q. Yeah.</p> <p>4 A. I paid no attention to that, no.</p> <p>5 Q. When you say you paid no attention to it,</p> <p>6 did you not read what you were signing before you</p> <p>7 signed it?</p> <p>8 A. Beat me up on this, but let's assume this</p> <p>9 was a regular sublease application and I didn't</p> <p>10 read it carefully. I did not read it carefully.</p> <p>11 Q. Okay. Take a look at Page Co-op 0295.</p> <p>12 There's a box at the bottom with initials.</p> <p>13 A. Yes.</p> <p>14 Q. Are those your initials?</p> <p>15 A. Yes.</p> <p>16 Q. Did you initial that?</p> <p>17 A. Yes.</p> <p>18 Q. Take a look at the next page.</p> <p>19 Did you initial that?</p> <p>20 A. Yes.</p> <p>21 Q. Take a look at the next page.</p> <p>22 Did you initial that?</p> <p>23 A. Yes.</p> <p>24 Q. Take look at the next page.</p> <p>25 Did you initial that?</p>	<p style="text-align: right;">Page 188</p> <p>1 E. Brooks</p> <p>2 in my office.</p> <p>3 Q. Okay. So at any point in time, did you go</p> <p>4 through page by page this document with your</p> <p>5 attorney?</p> <p>6 A. No.</p> <p>7 Q. Take a look at 0298 of this document.</p> <p>8 (Whereupon, a discussion was held</p> <p>9 off the record.)</p> <p>10 Q. Okay. So I'm asking you to look at co-op</p> <p>11 0298.</p> <p>12 A. Okay.</p> <p>13 Q. And at the top in 41 dash A, little A, do</p> <p>14 you see that? And then it says capital A.</p> <p>15 "This sublease and all the rights of</p> <p>16 parties hereunder are subject and subordinate to</p> <p>17 the over lease."</p> <p>18 Do see that?</p> <p>19 A. Yes.</p> <p>20 Q. Do you know what that means?</p> <p>21 A. No.</p> <p>22 Q. Did you ever ask anybody about what that</p> <p>23 means?</p> <p>24 A. No.</p> <p>25 Q. Prior to your initialing it, did you ever</p>

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<p style="text-align: right;">Page 189</p> <p>1 E. Brooks</p> <p>2 ask anybody?</p> <p>3 A. No.</p> <p>4 Q. Take a look at the next page, c-op 0299.</p> <p>5 A. Okay.</p> <p>6 Q. And it says E. Do you see that? There's a</p> <p>7 B, C, a D, and an E?</p> <p>8 A. Mm-hmm.</p> <p>9 Q. And in E it says, "In accordance with the</p> <p>10 terms and conditions of the over-lease, this</p> <p>11 sublease is contingent upon the consent of the</p> <p>12 over-landlord herein after referred to as the</p> <p>13 over-landlord consent."</p> <p>14 Do you see that?</p> <p>15 A. Yes. Yes.</p> <p>16 Q. Do you recall seeing this provision when</p> <p>17 you were executing this document?</p> <p>18 A. No.</p> <p>19 Q. Were you aware that the written sublease</p> <p>20 that you were signing provided for -- had a</p> <p>21 provision rather in it that said that the sublease</p> <p>22 is contingent rather upon the consent of the</p> <p>23 over-landlord?</p> <p>24 A. Yes.</p> <p>25 Q. So you knew that your sublease needed the</p>	<p style="text-align: right;">Page 191</p> <p>1 E. Brooks</p> <p>2 (Simultaneous speakers.)</p> <p>3 Q. I provided a copy of it to your attorneys.</p> <p>4 A. Okay. Thank you.</p> <p>5 Q. Take a look at paragraph 49 of exhibit --</p> <p>6 A. Of the --</p> <p>7 Q. The complaint, yup.</p> <p>8 A. Okay.</p> <p>9 Q. 49 provides, "The date before the board</p> <p>10 interview, King emailed Shamash to ask if he had</p> <p>11 any advice for Brooks to prepare for the</p> <p>12 interview."</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. When I asked you earlier today about a</p> <p>16 communication about preparing for the interview, is</p> <p>17 this consistent with what you were referring to</p> <p>18 then?</p> <p>19 A. Yes.</p> <p>20 Q. Let me show you what we -- we're going to</p> <p>21 mark this as L.</p> <p>22 (Defendants' Exhibit L, email</p> <p>23 thread, was marked for identification.)</p> <p>24 Q. I'm showing you what we've marked as L.</p> <p>25 Below in the bottom there's an email</p>
<p style="text-align: right;">Page 190</p> <p>1 E. Brooks</p> <p>2 approval of the co-op corporation, correct?</p> <p>3 A. Not from this. Not from this document.</p> <p>4 Q. From the negotiations you knew it?</p> <p>5 A. Yes.</p> <p>6 Q. Okay.</p> <p>7 But when you were initialing this page, you</p> <p>8 were not aware that that was expressly stated here?</p> <p>9 A. That's correct.</p> <p>10 Q. Okay. You can put that down.</p> <p>11 (Whereupon, a discussion was held</p> <p>12 off the record.)</p> <p>13 A. You know, if you -- you said that you</p> <p>14 created this. Was it sent to our attorney?</p> <p>15 Q. You can discuss these issues with your</p> <p>16 attorney.</p> <p>17 A. Okay. Okay. All right.</p> <p>18 Q. I didn't say I created anything.</p> <p>19 A. I thought you said we created this.</p> <p>20 Q. No, I didn't say that.</p> <p>21 A. You didn't?</p> <p>22 Q. No.</p> <p>23 MR. CASE: I think he said he</p> <p>24 produced it.</p> <p>25 THE WITNESS: Pardon?</p>	<p style="text-align: right;">Page 192</p> <p>1 E. Brooks</p> <p>2 January 13th, 4:58 from Robert King.</p> <p>3 It says, "Hello, gentleman. Is there any</p> <p>4 advice you can offer to Emory before this board</p> <p>5 interview tomorrow? I hope all goes well."</p> <p>6 You see that?</p> <p>7 A. Yes.</p> <p>8 Q. Have you ever seen that before?</p> <p>9 A. Yes.</p> <p>10 Q. Okay. Now, take a look at the top. All</p> <p>11 the way up at the top. It shows that Robert King</p> <p>12 sent an email to Emory Brooks.</p> <p>13 Do you see that?</p> <p>14 A. Yes.</p> <p>15 Q. Is that your email address?</p> <p>16 A. Yes, it is.</p> <p>17 Q. And it appears to be a forward of this</p> <p>18 communication with Nigel Shamash. You would agree</p> <p>19 with that?</p> <p>20 A. Yes.</p> <p>21 Q. The top email from Nigel to Robert responds</p> <p>22 to the earlier email and says, "I will be there</p> <p>23 with you. The attorney who represented you</p> <p>24 represented a very similar use. Just say you are</p> <p>25 the same thing, low-traffic office use, and you</p>

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2 will be fine. Just say you're the same as the

3 location on Clinton Avenue. You will be completely

4 fine. The same stuff that may be comfortable with

5 you will make them comfortable with you."

6 Do you see that?

7 A. Yes.

8 Q. Do you recall seeing that?

9 A. Yes.

10 Q. Do you know what Nigel was responding to

11 when he said low traffic office use?

12 A. No.

13 Q. Isn't it a fact that what you were

14 intending to use the premises for was not

15 low-traffic office use; isn't that true?

16 A. No, it is not true.

17 Q. Do you know why Nigel would write that if

18 that wasn't true?

19 A. No.

20 Q. "Just say that you're the same as the

21 location on Clinton Avenue."

22 Do you see that?

23 A. Yes.

24 Q. You know what Nigel meant about that?

25 A. Yes.

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2 Q. What did he mean about that?

3 A. Clinton is an outpatient clinic just like

4 the Manhattan clinic, okay. And it has about 12,

5 13 offices, okay. And it sees clients in all of

6 those offices. So actually, I was doing that

7 because that's also true. Okay. So in describing

8 the clinic, I didn't need to describe the Clinton

9 clinic. I can describe the Manhattan clinic.

10 Q. Okay. When --

11 A. So the issue of low traffic --

12 Q. I was just going to ask you. Let me get to

13 that.

14 So Robert writes -- sends this exchange to

15 you about 5:55 p.m. on the 13th, the night before

16 the interview.

17 Did you have a conversation with Robert

18 about why it was that Nigel was communicating to

19 him that you should say low-traffic office use?

20 A. No.

21 Q. Okay. But you knew when you saw that that

22 that was not consistent with the use that was

23 intended for the West 27th Street premises,

24 correct?

25 A. That's both correct. And I'm not clear,

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2 okay, in terms of what low traffic means here. If

3 we are leasing 14 treatment offices and we're using

4 14 treatment offices, and that was clear from day

5 one, I don't know how it gets defined in terms of

6 low traffic. This is -- this is routine traffic

7 for treatment occurring in 14 offices.

8 Q. So 14 offices, 20 personnel, over 300

9 patients, low-traffic office use is inconsistent

10 with that, correct?

11 A. That's consistent. That's consistent

12 with -- somebody said when did you stop beating

13 someone. Well, wait now. I never beat them in the

14 first place. This is the description of the

15 clinic. I described the clinic.

16 Q. Right. What I'm asking you though, this is

17 not a communication from you to anybody. This is

18 Nigel communicating to Robert King, which Robert

19 King ultimately forwarded to you that evening.

20 Nigel is saying to Robert that Emory --

21 this is how I'm reading it -- that Emory should

22 tell the board at tomorrow's meeting that it's a

23 low-traffic office use.

24 Is that what it says?

25 A. Yes.

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1 E. Brooks

2 Q. Okay. You agree with me that that was what

3 Nigel was telling Robert?

4 A. Yes.

5 Q. Okay. And when you got that from Robert,

6 right, you understood that to be not consistent

7 with your understanding of how C.C.M.S. was going

8 to be operating at West 27th Street?

9 MS. TURNER: Objection.

10 A. No. No -- I -- I -- I understood --

11 Q. What did you understand that to mean when

12 you got the email?

13 A. Okay. See, I consider the clinic that we

14 operate, okay, 31st Street and the clinic that

15 we'll be operating there, it's the same place,

16 okay, and it is normal traffic. This is normal

17 traffic, not -- I understood this to mean don't

18 maybe emphasize extra stuff beyond what you're

19 doing here.

20 In other words, like if we had 25

21 therapists and we had therapists working 8:00,

22 9:00, 10:00 at night and then seeing even more

23 patients, we weren't doing that. Okay? So I

24 wouldn't -- I would define it as I was operating a

25 normal clinic.

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<p style="text-align: right;">Page 197</p> <p>1 E. Brooks</p> <p>2 Q. Right. But what I'm asking you is what did</p> <p>3 you understand -- I hear you. I understand exactly</p> <p>4 what you're describing to me. What I'm asking you</p> <p>5 is a slightly different question, which is when</p> <p>6 Robert King sent you this email and it says not</p> <p>7 normal-traffic office use, not normal traffic for</p> <p>8 your clinic, it says low-traffic office use.</p> <p>9 My question is, did you comment in any way</p> <p>10 to Robert King about why it was that Nigel was</p> <p>11 recommending that you use the term "low traffic"?</p> <p>12 A. No.</p> <p>13 Q. Okay. That's all I want to know. Thank</p> <p>14 you. You can put that down.</p> <p>15 A. Okay. Mm-hmm.</p> <p>16 MR. MARGOLIS: Let's have this</p> <p>17 marked as M.</p> <p>18 (Defendants' Exhibit M, email</p> <p>19 thread, was marked for identification.)</p> <p>20 Q. I'm showing you Exhibit M, which is</p> <p>21 something your attorneys provided to us, C.C.M.S.</p> <p>22 0267 to 0268.</p> <p>23 And at the bottom there's an email from</p> <p>24 Michael Conte to Susan Rubin about -- it says, "The</p> <p>25 board will meet on January 14th to consider this</p>	<p style="text-align: right;">Page 199</p> <p>1 E. Brooks</p> <p>2 to you again on January 24th?</p> <p>3 A. No.</p> <p>4 Q. Take a look at below the email from Robert</p> <p>5 King to you. There's an email from Robert King to</p> <p>6 Aweil@herbertmines.com.</p> <p>7 Do you see that?</p> <p>8 A. Yes.</p> <p>9 Q. Do you know who Aweil@herbertmines.com is?</p> <p>10 A. No.</p> <p>11 (Reporter clarification.)</p> <p>12 MR. MARGOLIS: A. Weil, W-E-I-L, at</p> <p>13 Herbert, H-E-R-B-E-R-T, Mines, M-I-N-E-S</p> <p>14 dot com.</p> <p>15 Q. Okay. You can put that down.</p> <p>16 A. Mm-hmm.</p> <p>17 MR. MARGOLIS: Let's mark this as N</p> <p>18 as in Nancy.</p> <p>19 (Defendants' Exhibit N, an email,</p> <p>20 was marked for identification.)</p> <p>21 Q. Okay. I'm showing you what's been marked</p> <p>22 as Exhibit N. This is a document produced by your</p> <p>23 attorneys, C.C.M.S. 269.</p> <p>24 It's an email from Robert King to Saul and</p> <p>25 Nigel.</p>
<p style="text-align: right;">Page 198</p> <p>1 E. Brooks</p> <p>2 application. It is customary that the applicant</p> <p>3 appear for an interview at that time. According to</p> <p>4 our bylaws, all sublets must be approved. I am not</p> <p>5 sure why anyone would assume otherwise."</p> <p>6 Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. Earlier today I asked you about</p> <p>9 communications, and you mentioned to me that you</p> <p>10 remember an email from Michael Conte. Is this the</p> <p>11 email that you were referring to?</p> <p>12 A. Yes, it is.</p> <p>13 Q. Okay. And this, if you take a look at the</p> <p>14 first page on the top, appears to have been sent to</p> <p>15 you 10 days after the interview from Robert King.</p> <p>16 Do you see that?</p> <p>17 A. Yes.</p> <p>18 Q. Do you know if you saw this email</p> <p>19 contemporaneous with Mr. Conte communicating with</p> <p>20 Susan Rubin and Nigel and the others that are</p> <p>21 referenced below?</p> <p>22 A. Yes.</p> <p>23 Q. You did?</p> <p>24 A. Yes.</p> <p>25 Q. Do you know why Robert King was sending it</p>	<p style="text-align: right;">Page 200</p> <p>1 E. Brooks</p> <p>2 Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. And the subject matter is in uppercase</p> <p>5 letters, What, exclamation point.</p> <p>6 Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. If you take a look at the "from" and "to"</p> <p>9 that's above that, it says that Robert King sent it</p> <p>10 to you on January 24, 2020.</p> <p>11 Do you see that?</p> <p>12 A. Yes.</p> <p>13 Q. But did you see this earlier?</p> <p>14 A. Yes.</p> <p>15 Q. Who had sent it to you earlier?</p> <p>16 A. Bob King. Bob King sent it to me.</p> <p>17 Q. It says in the first sentence of the email,</p> <p>18 "You need to speed this up. Can't wait until</p> <p>19 January 14 and then the board might deny them."</p> <p>20 Do you see that?</p> <p>21 A. Yes.</p> <p>22 Q. Did you have a discussion with Robert King</p> <p>23 prior to him sending this email to Saul or Nigel?</p> <p>24 A. No.</p> <p>25 Q. Did you tell him to send this email?</p>

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<p style="text-align: right;">Page 201</p> <p>1 E. Brooks</p> <p>2 A. No.</p> <p>3 Q. He says, "I have not told Emory yet as I</p> <p>4 have set up two new spaces to show him today after</p> <p>5 he calms down."</p> <p>6 Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. Why was he saying "after he calms down"?</p> <p>9 A. Well, he knew I would be upset with the</p> <p>10 news here.</p> <p>11 Q. The news that there was an interview now</p> <p>12 being scheduled now like two and a half weeks out,</p> <p>13 correct?</p> <p>14 A. That's right.</p> <p>15 Q. Okay. "He's going to go through the roof,</p> <p>16 and Diana Lee had already told me that if this</p> <p>17 blows up, there's going to be hell to pay.</p> <p>18 Lawsuits."</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. Okay. Had you at this point discussed</p> <p>22 lawsuits?</p> <p>23 A. No.</p> <p>24 Q. Do you know what that reference is to Diana</p> <p>25 Lee telling him that if this blows up, there's</p>	<p style="text-align: right;">Page 203</p> <p>1 E. Brooks</p> <p>2 to reject us.</p> <p>3 Q. Okay. So on what basis that you know, if</p> <p>4 she communicated it to you, that there was any</p> <p>5 information that you were being rejected?</p> <p>6 A. Because it was the only thing that made</p> <p>7 sense, okay, in terms of if they were cooperating</p> <p>8 with us, okay --</p> <p>9 Q. Who's they?</p> <p>10 A. The board.</p> <p>11 Q. Well, where --</p> <p>12 A. The board --</p> <p>13 Q. -- again, I'm asking -- you've already</p> <p>14 testified all day that you, at this point, had not</p> <p>15 even spoken with the board. So, I mean, where was</p> <p>16 the board not cooperating --</p> <p>17 A. The information that the board would give a</p> <p>18 meeting two and a half weeks after our lease has</p> <p>19 expired was interpreted and felt to all of us,</p> <p>20 okay, as if this was a delaying tactic, okay,</p> <p>21 delaying tactic. And it made no sense if you want</p> <p>22 to accept a tenant, okay, to schedule a meeting</p> <p>23 that far ahead knowing that they're going to start</p> <p>24 being financially punished by the place that</p> <p>25 they're financially in, because the lease would</p>
<p style="text-align: right;">Page 202</p> <p>1 E. Brooks</p> <p>2 going to be hell to pay?</p> <p>3 A. Yes. What is the -- it's a deferential</p> <p>4 reliance.</p> <p>5 Q. Detrimental reliance?</p> <p>6 A. Detrimental reliance. That four months of</p> <p>7 negotiating with an agency, letting them do all of</p> <p>8 this, and then at the last minute set up a, you</p> <p>9 know, false stuff in order to reject them. That</p> <p>10 was what she said, Diana Lee.</p> <p>11 Q. When did you have that conversation with</p> <p>12 her?</p> <p>13 A. I don't know if it was a conversation or an</p> <p>14 email. It probably was a conversation. Maybe</p> <p>15 around this time, around this -- but even before</p> <p>16 that, because she was having questions in terms of</p> <p>17 whether or not -- the first question was as an</p> <p>18 attorney who had also worked with Kaled around</p> <p>19 other leases, okay, she was familiar with the</p> <p>20 process and she had questioned -- questioned the</p> <p>21 need for this application. Okay.</p> <p>22 So that and some other things had her to</p> <p>23 believe that this was part of the setup. That we</p> <p>24 were setting up -- setting up an explanation for</p> <p>25 why we were going to be rejected. But the plan was</p>	<p style="text-align: right;">Page 204</p> <p>1 E. Brooks</p> <p>2 have expired.</p> <p>3 Q. Okay. I appreciate that. Tell me what --</p> <p>4 did you ever send your lease for the West 31st</p> <p>5 Street premises to the board?</p> <p>6 A. Well, you see, you keep making reference to</p> <p>7 the board, but you won't find any address and to</p> <p>8 who, if one is sending something to the board, who</p> <p>9 are you sending it to --</p> <p>10 Q. Well, I'm just asking you what -- did you</p> <p>11 ever send your West 31st Street lease to Kaled?</p> <p>12 A. That wasn't indicated.</p> <p>13 Q. Okay. So on what basis do you claim that</p> <p>14 the board knew when your lease was expiring?</p> <p>15 A. Well, see, that's -- that's easy because</p> <p>16 your -- the process of this board, okay, and of</p> <p>17 this organization was to use the owner of the co-op</p> <p>18 as the front person dealing with any application</p> <p>19 for -- to occupy one of the co-ops. So that's</p> <p>20 Nigel is the person that correctly should have been</p> <p>21 dealing with.</p> <p>22 Q. Okay. So Nigel knew when your lease was</p> <p>23 expiring, correct?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. Maybe Saul knew when your lease was</p>

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<p style="text-align: right;">Page 205</p> <p>1 E. Brooks</p> <p>2 expiring. Robert knew when your lease was</p> <p>3 expiring.</p> <p>4 A. And Patuset [sic], the board president,</p> <p>5 assuming that Michael wasn't lying about his</p> <p>6 communications with the president.</p> <p>7 Q. Michael? Michael who?</p> <p>8 A. I'm sorry. Nigel, Nigel Shamash.</p> <p>9 Q. Nigel. Okay. But you have not seen any</p> <p>10 such communications with Paturret, correct?</p> <p>11 A. Right.</p> <p>12 Q. As we sit here today, you don't know that</p> <p>13 Nigel wasn't lying, correct?</p> <p>14 A. Right.</p> <p>15 Q. So if Nigel was lying, right, and he never</p> <p>16 told the board about your lease coming to an end,</p> <p>17 the board would not be able to know that you were</p> <p>18 in financial straits by having this delay, correct?</p> <p>19 MS. TURNER: Objection.</p> <p>20 Q. Correct?</p> <p>21 A. Yes. But the board would be responsible</p> <p>22 for it. If one of your employees were to hurt an</p> <p>23 applicant coming in here, yes, that person's</p> <p>24 responsible for it, but so is the law firm in terms</p> <p>25 of having someone here, okay, that could hurt a</p>	<p style="text-align: right;">Page 207</p> <p>1 E. Brooks</p> <p>2 A. I'm just saying common sense.</p> <p>3 Q. Okay. But other than -- whose common</p> <p>4 sense? You're --</p> <p>5 (Simultaneous speakers.)</p> <p>6 A. Mine. My common sense.</p> <p>7 Q. Okay. But is there some --</p> <p>8 A. And I think the jurors' common sense.</p> <p>9 Q. -- is there some law that you're relying</p> <p>10 on? Is there some fact that you're relying on? I</p> <p>11 just want to know. I'm just inquiring, Mr. Brooks.</p> <p>12 You're saying that if Nigel's a liar and he doesn't</p> <p>13 arrange the interview, he doesn't arrange the</p> <p>14 application, he doesn't tell anybody about the --</p> <p>15 your lease expiring at West 31st Street, somehow</p> <p>16 that's on the board. That's what you're saying. I</p> <p>17 appreciate it. I'm asking you other than your</p> <p>18 common sense, where are -- what are you relying on</p> <p>19 to say that, if you know?</p> <p>20 MS. TURNER: Objection.</p> <p>21 Q. Do you know something specific that you can</p> <p>22 point to?</p> <p>23 A. I don't know. I don't know.</p> <p>24 Q. Okay. Thank you.</p> <p>25 MS. TURNER: Barry, is it possible</p>
<p style="text-align: right;">Page 206</p> <p>1 E. Brooks</p> <p>2 tenant or an applicant.</p> <p>3 Q. Okay. What employee are you referring to?</p> <p>4 A. I'm talking about Nigel -- the system was</p> <p>5 using the owner of the co-op to deal with all</p> <p>6 applicants. So if that person lies and screws up</p> <p>7 and so forth, that person has some responsibility.</p> <p>8 So does the institution; so does the organization.</p> <p>9 Q. Okay. Pursuant to what are you relying</p> <p>10 that if Nigel is lying to you and Nigel messes up</p> <p>11 and Nigel doesn't communicate with the board about</p> <p>12 your sublease --</p> <p>13 A. Mm-hmm.</p> <p>14 Q. -- and doesn't arrange for your application</p> <p>15 and doesn't arrange for your interview until the</p> <p>16 11th hour, what is the basis for the board's</p> <p>17 responsibility, if you know?</p> <p>18 MS. TURNER: Objection.</p> <p>19 A. The board is responsible for whoever is</p> <p>20 designated as the one to negotiate with an outside</p> <p>21 tenant.</p> <p>22 Q. Okay. My question to you is, where is</p> <p>23 that? What document are you referring to that that</p> <p>24 is in, if you're relying on some sort of document?</p> <p>25 Or are you just making that up?</p>	<p style="text-align: right;">Page 208</p> <p>1 E. Brooks</p> <p>2 we can take a break soon?</p> <p>3 MR. MARGOLIS: Soon. Yes. I'll</p> <p>4 let you know. I'll keep an eye on it.</p> <p>5 Okay. Let's take that break.</p> <p>6 (Whereupon, a recess was taken at</p> <p>7 this time.)</p> <p>8 Q. Let's take a look at 51.</p> <p>9 A. 51? Okay.</p> <p>10 Q. Yeah, please, of the complaint.</p> <p>11 I went through this -- I showed this</p> <p>12 provision to you earlier in the deposition where I</p> <p>13 asked you about the people attending?</p> <p>14 A. Yes.</p> <p>15 Q. And then on the last sentence it says, "The</p> <p>16 individuals who interviewed Brooks are members of</p> <p>17 the defendant West 27th Realty, Inc. and all are</p> <p>18 Caucasian or Jewish."</p> <p>19 Do you see that?</p> <p>20 A. Yes.</p> <p>21 Q. Jewish.</p> <p>22 I guess we'll start with the Caucasian. Is</p> <p>23 it your recollection that everybody in attendance</p> <p>24 at the meeting representing the co-op in any way</p> <p>25 were Caucasian?</p>

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<p style="text-align: right;">Page 209</p> <p>1 E. Brooks</p> <p>2 A. There were none black.</p> <p>3 Q. Okay. None of them were black?</p> <p>4 A. Right.</p> <p>5 Q. Okay. But what about Caucasian?</p> <p>6 A. I think that they were Caucasian.</p> <p>7 Q. Okay. When you say you think they were --</p> <p>8 I asked you earlier if you could describe any of</p> <p>9 them and you said no. So I'm asking you --</p> <p>10 A. That's what you were asking? Okay. I</p> <p>11 thought you were asking specific description.</p> <p>12 (Simultaneous speakers.)</p> <p>13 Q. I was asking you whatever way you wanted to</p> <p>14 interpret it. So my question to you is whose</p> <p>15 selection for this term in 51 was Caucasian, was</p> <p>16 that you or your attorney?</p> <p>17 A. Well, I would have been the one who would</p> <p>18 have given them the information since I was there.</p> <p>19 Q. Okay. So do you recall communicating that</p> <p>20 everybody who was there was Caucasian?</p> <p>21 A. I don't remember saying that --</p> <p>22 Caucasian -- or I think I also said or Jewish.</p> <p>23 Q. Okay. Or Jewish?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. And what is the basis for your</p>	<p style="text-align: right;">Page 211</p> <p>1 E. Brooks</p> <p>2 A. Well, I'm not finished. Let me -- let</p> <p>3 me --</p> <p>4 Q. Do you need to clarify something?</p> <p>5 A. Can I clarify something?</p> <p>6 Q. Sure.</p> <p>7 A. I had presented my background, okay, my</p> <p>8 background in terms of working, okay, at Hawthorne</p> <p>9 Cedar Knolls School in Westchester. It was a</p> <p>10 Jewish organization, okay, and I had a Jewish</p> <p>11 caseload of children, okay. And I described that,</p> <p>12 and I described that also hoping, okay, knowing</p> <p>13 that my perspective that we were in trouble with</p> <p>14 this board, hoping that in describing a part of my</p> <p>15 background, which was the truth, okay, would have</p> <p>16 me sympathetic in terms of both the children piece;</p> <p>17 but also working with Jewish children for 12 years</p> <p>18 okay, that if there was a member of the board that</p> <p>19 was Jewish, okay, would feel positive about me and</p> <p>20 my agency.</p> <p>21 Q. Okay. Do you know if Michael Conte is</p> <p>22 Jewish?</p> <p>23 A. No.</p> <p>24 Q. Do you think Michael Conte cared whether or</p> <p>25 not you had worked with Jewish children or not?</p>
<p style="text-align: right;">Page 210</p> <p>1 E. Brooks</p> <p>2 statement that people were Jewish?</p> <p>3 A. That was just my impression.</p> <p>4 Q. Your impression based upon what, sir?</p> <p>5 A. Experience.</p> <p>6 Q. What's your experience to identify people</p> <p>7 as Jewish by attending a meeting with them?</p> <p>8 MS. TURNER: Objection.</p> <p>9 A. I don't know.</p> <p>10 Q. Well, these are your words, sir. So I'd</p> <p>11 like to know why it is in paragraph 51 of this</p> <p>12 complaint, people that you say who were attending</p> <p>13 the meeting, you believe some were Jewish.</p> <p>14 A. Yes.</p> <p>15 Q. Did you discuss with them their religion?</p> <p>16 A. No.</p> <p>17 Q. Did you ask them what their religion was?</p> <p>18 A. No.</p> <p>19 Q. Did they identify for you what their</p> <p>20 religion was?</p> <p>21 A. No.</p> <p>22 Q. So why is it that it says they were Jewish</p> <p>23 there? Do you know?</p> <p>24 A. No. I have described -- can I answer?</p> <p>25 Q. No. You're finished.</p>	<p style="text-align: right;">Page 212</p> <p>1 E. Brooks</p> <p>2 MS. TURNER: Objection.</p> <p>3 A. He would not have cared. He was the one</p> <p>4 that described the person in the synagogue -- black</p> <p>5 person hurting people.</p> <p>6 Q. So let's talk about the black person</p> <p>7 hurting people because that's in your complaint as</p> <p>8 well.</p> <p>9 Let's take a look at 56. Okay?</p> <p>10 By the way, before we get to 56, we'll talk</p> <p>11 about that in a moment. Marc Paturet, do you know</p> <p>12 if he's Jewish?</p> <p>13 A. No.</p> <p>14 Q. How about Maxime Touton --</p> <p>15 MR. CASE: Just for clarity, does</p> <p>16 that mean no, you don't know; or you know</p> <p>17 that he's not?</p> <p>18 THE WITNESS: I don't know.</p> <p>19 Q. You don't know one way or the other?</p> <p>20 A. Right.</p> <p>21 Q. How about Maxime Touton?</p> <p>22 A. I don't know.</p> <p>23 Q. How about Joey Grill?</p> <p>24 A. I don't know.</p> <p>25 Q. How about Nigel Shamash?</p>

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2 A. I had thought at the time that he might

3 have been.

4 Q. Okay. What made you think that?

5 MS. TURNER: Objection.

6 Q. You can answer.

7 A. His -- I thought his eastern background and

8 I had worked with a considerable number of people

9 from Israel, okay, business people, okay, and I

10 just thought that he might have been.

11 Q. Because of the way he looked?

12 A. His name. You know, his name, and I just

13 thought that, that either one could have been. He

14 and Saul.

15 Q. So because somebody might have been Jewish

16 on this board, you thought it was important to

17 share with them your experience with the Jewish

18 orthodox school or children that you had treated in

19 the past, correct?

20 A. Yes.

21 Q. Okay.

22 MS. TURNER: Objection.

23 Q. All right. Now, let's go to 56.

24 There's a reference in 56 where you say,

25 "Board member F. Michael Conte raised with Brooks

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2 without any prompt or any context the December 28,

3 2019, attack by an African-American man on a

4 group" -- I think it should have said of people,

5 but I think it says "a people"?

6 A. Of people.

7 Q. "On a group a people celebrating Hanukkah

8 in Monsey, New York."

9 Do you see that?

10 A. Yes.

11 Q. "The alleged attack in Monsey was reported

12 in the news as an African-American man who was

13 mentally ill and under medication. He allegedly

14 attacked Orthodox Jewish man with a machete."

15 Do you see that?

16 A. Yes.

17 Q. Okay. Were you familiar with this event

18 that took place?

19 A. Yes.

20 Q. Okay. Was the man who attacked the

21 Orthodox Jewish man with a machete an

22 African-American man?

23 A. Yes.

24 Q. Was it a mentally ill man --

25 MS. TURNER: Objection.

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2 Q. -- as far as you knew?

3 A. My interpretation is yes.

4 Q. Well, this allegation which is in your

5 complaint says the man was mentally ill and under

6 medication. So where did you get that information

7 about this attacker?

8 MS. TURNER: Objection.

9 A. From the newspapers, reading about the

10 person and reading what happened and what was said,

11 okay. As a licensed clinician, I made the

12 interpretation that this was behavior of a

13 disturbed person.

14 Q. Okay. A disturbed person who was mentally

15 ill, correct?

16 A. Yes. That's the same word, the same thing.

17 Q. Disturbed, mentally ill?

18 A. A mentally ill person.

19 Q. A mentally ill person is somebody who's

20 diagnosed with some sort of mental illness,

21 correct?

22 A. Or functioning in a mental illness way.

23 Q. Okay. And would they typically, as a

24 licensed clinical social worker, if you evaluated

25 them, likely to be diagnosed with some sort of

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2 mental illness?

3 A. Yes.

4 Q. What about the medication, where did that

5 come from in the allegation? Is that something

6 from the newspaper?

7 MS. TURNER: Objection.

8 A. I don't remember.

9 Q. Okay.

10 A. I don't remember.

11 Q. When you -- sitting here recalling the

12 newspaper article or whatever references that you

13 knew about this incident from, was the attack on a

14 group of people celebrating Hanukkah in Monsey, New

15 York? I don't know the facts. So was that what

16 the article was reporting?

17 A. Yes.

18 Q. Okay.

19 A. Yes, that's correct.

20 Q. Now, there's another reference here in this

21 sentence to another board member raised the concern

22 about C.C.M.S.'s clientele, maybe the subject --

23 "may subject the building owner to lawsuits from

24 other tenants and clients if anyone gets injured by

25 a mentally ill client of C.C.M.S."

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<p style="text-align: right;">Page 217</p> <p>1 E. Brooks</p> <p>2 Do you see that?</p> <p>3 A. Yes.</p> <p>4 Q. "Like what happened in Monsey," it says.</p> <p>5 Do you know who -- what board member</p> <p>6 specifically said that?</p> <p>7 A. The -- I thought it was -- I don't want to</p> <p>8 guess on this. Where is -- do you have the list --</p> <p>9 the list that lists the board members and what</p> <p>10 floors they're on?</p> <p>11 Q. No.</p> <p>12 A. Well, when I see that, I'll be able to look</p> <p>13 at the name because it also described what floors</p> <p>14 they were connected with and what agency they ran.</p> <p>15 Whichever -- ever those five board members there,</p> <p>16 whichever one was in charge of the one with the</p> <p>17 models, okay, is the one that I'm talking about.</p> <p>18 Q. Okay. So the next sentence says, "Board</p> <p>19 member Grill added that his clients, young models</p> <p>20 who come to his office, would be at risk from</p> <p>21 clients."</p> <p>22 A. Then it would have been Grill.</p> <p>23 Q. Okay. Well, here in the last sentence you</p> <p>24 do talk about Grill.</p> <p>25 A. Okay.</p>	<p style="text-align: right;">Page 219</p> <p>1 E. Brooks</p> <p>2 that was Grill?</p> <p>3 MS. TURNER: Objection.</p> <p>4 A. I'm not for sure now. I'm not for sure.</p> <p>5 I'd have to go and check, check some more.</p> <p>6 Q. What would you be checking?</p> <p>7 A. Be checking my notes. I'd be checking</p> <p>8 other documents.</p> <p>9 Q. What other documents?</p> <p>10 A. I don't want you to say, oh, I caught it.</p> <p>11 Q. I'm not looking --</p> <p>12 A. You said it was Grill and it was really</p> <p>13 Touton. Or it was he said Touton and it was really</p> <p>14 Grill.</p> <p>15 Q. Mr. Brooks, this is not a trick.</p> <p>16 A. It's really irrelevant. There were two</p> <p>17 people that brought up comments like that. Conte</p> <p>18 was one and there was another board member and I</p> <p>19 can check. I don't want to get on the record now</p> <p>20 and saying definitely it was this one. Let me</p> <p>21 check and see.</p> <p>22 Q. And these board members that raised these</p> <p>23 comments raised comments about violence, correct?</p> <p>24 A. Yes.</p> <p>25 Q. Violence that people at C.C.M.S. might be</p>
<p style="text-align: right;">Page 218</p> <p>1 E. Brooks</p> <p>2 Q. But in the sentence before, you don't</p> <p>3 reference Grill. You just say another board member</p> <p>4 raised the concern.</p> <p>5 A. Same one.</p> <p>6 Q. The same one?</p> <p>7 A. Yes.</p> <p>8 Q. Okay. Earlier today you testified that the</p> <p>9 board member that had the modeling agent was Maxime</p> <p>10 Touton.</p> <p>11 A. That's what I --</p> <p>12 Q. So is it Grill or Maxime Touton?</p> <p>13 A. It's Grill.</p> <p>14 Q. What makes you say it's Grill?</p> <p>15 A. Because I -- this is what I put at the</p> <p>16 time, okay, and this was right in front of me. I</p> <p>17 had documents, okay. I'm told don't be bringing</p> <p>18 any documents. I want to be accurate but I'm -- to</p> <p>19 try to trust your memory in terms of exactly which</p> <p>20 one of them said this, it's hard to do. Okay.</p> <p>21 Q. Okay. So as you sit here today, this</p> <p>22 refreshes your recollection that the board member</p> <p>23 that made the statements about the young models and</p> <p>24 the board member that made the statements about</p> <p>25 somebody getting injured by a mentally ill client,</p>	<p style="text-align: right;">Page 220</p> <p>1 E. Brooks</p> <p>2 treating on the premises, correct?</p> <p>3 A. Yes. Yes.</p> <p>4 Q. You can put that -- you can keep that out.</p> <p>5 Okay.</p> <p>6 If -- at any point in time, did Robert King</p> <p>7 or Nigel Shamash or Saul in any conversations with</p> <p>8 you tell you that they advised the board that your</p> <p>9 premises would be solely used for administrative</p> <p>10 purposes?</p> <p>11 A. Did Saul or anyone tell me --</p> <p>12 Q. Did Saul, Nigel, or Robert, those were the</p> <p>13 three people that you seem to have been exclusively</p> <p>14 dealing with until the end of December --</p> <p>15 A. Right.</p> <p>16 Q. -- tell you at any point in time that they</p> <p>17 had advised the board that the sublease -- the</p> <p>18 subtenant, C.C.M.S., was going to solely use the</p> <p>19 premises for administrative offices?</p> <p>20 A. No. No one.</p> <p>21 Q. Were you aware that -- rather --</p> <p>22 Withdrawn.</p> <p>23 Did at any point in time Nigel, Saul, or</p> <p>24 Robert tell you that they had advised the board or</p> <p>25 that they had not advised the board rather that you</p>

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2 would be conducting therapy as a clinic at the

3 subject premises?

4 MS. TURNER: Objection.

5 Q. You can answer.

6 A. They told the board -- they told the board

7 and the board was Patuset [sic], okay? They told

8 the board that we were operating -- we'd be

9 operating a clinic.

10 Q. Okay. How do you know that, that they told

11 the board that you were operating as a clinic?

12 A. Nigel. Nigel --

13 Q. Nigel. Again, Nigel?

14 A. Yes.

15 Q. Okay. Nigel told you he told the board?

16 A. He told the broker and which then told me.

17 Q. But if he was lying and he didn't tell the

18 board, the board wouldn't know, correct?

19 MS. TURNER: Objection.

20 A. That's correct.

21 Q. At any point in time, did you ever describe

22 in any way during the meeting that the counseling

23 that C.C.M.S. provides to -- I don't know if

24 they're called clients or patients --

25 A. Patients.

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2 Q. -- Patients are to assist people to rejoin

3 society? Does that sound like something you would

4 say?

5 A. No.

6 Q. To assist people to normalize their life or

7 anything like that, is that something that you

8 would say?

9 MS. TURNER: Objection.

10 A. Probably not. Can I further elaborate on

11 it?

12 Q. Please.

13 A. Okay. The diagnosis ranged from a mild

14 diagnosis. The people that the clinic currently

15 served as adults are also people who work in

16 offices, law firms, work in other offices around

17 the facility. These are -- it ranges from that,

18 okay. You can have a mental illness and be

19 functioning normally.

20 Let's say that you are dealing with a

21 depression, okay? Everything else is normal about

22 the way you're functioning except you're very down

23 and very upset and worried and so forth. Okay?

24 But you're not a danger to anyone. Okay. So it

25 ranges from that to people who have just been

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2 discharged from a hospital, okay --

3 Q. From a psychiatric hospital?

4 A. From a psychiatric hospital. They may have

5 attempted suicide. We have an increase in the

6 number of suicide patients now. Okay? And

7 that's -- the suicide is an aggression towards the

8 self. But it's the same continuum of aggression

9 towards others as well.

10 Q. What does that mean? What does that mean?

11 A. The person who would kill themselves,

12 okay -- in fact, it's healthier for the person

13 physically to externalize the rage, okay, and hurt

14 someone else, but it's the same illness to some --

15 it's the same illness, okay?

16 Q. So if I understand what you're saying,

17 people that are diagnosed with the tendency to do

18 suicide are part -- it's similar to people who

19 would maybe be violent to other people?

20 MS. TURNER: Objection.

21 A. Yes.

22 Q. Okay. Understood. Thank you.

23 Now, when you were at the interview, was

24 there a discussion about your hours of operation?

25 A. Yes.

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2 Q. And what do you remember from the interview

3 about what the hours of operation would be?

4 A. Well, I remember presenting in terms of

5 presenting the clinic, okay, and I said that the

6 clinic is open Monday through Friday, okay, 9:00 to

7 8:00 and Saturdays from 9:00 to 5:00.

8 Q. Okay. Was it 9:00 to 8:00 weekdays and

9 9:00 to 5:00 weekends?

10 A. Yes.

11 Q. Do you know the businesses that operate in

12 that building as of the time of your interview? Do

13 you know what days they operate?

14 A. No.

15 Q. Do you know if any of them operate on the

16 weekend?

17 A. No, I don't know.

18 Q. Do you know how access -- how access is

19 obtained to the front door of the office building

20 on a given day?

21 A. No.

22 Q. Do you know if it's an -- open during

23 business hours or locked or a key card system? Do

24 you know anything about that?

25 A. No.

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<p style="text-align: right;">Page 225</p> <p>1 E. Brooks</p> <p>2 Q. Did you investigate any of that before you</p> <p>3 signed the sublease?</p> <p>4 A. No. Can I explain?</p> <p>5 Q. No.</p> <p>6 A. No, don't explain. Okay.</p> <p>7 Q. Do you know if the building has any type of</p> <p>8 personnel in the lobby on the weekends?</p> <p>9 A. I don't know.</p> <p>10 Q. Did the discussion -- was there a</p> <p>11 discussion during the interview that C.C.M.S. would</p> <p>12 provide security in the building?</p> <p>13 A. No.</p> <p>14 Q. So the topic of security did not come up at</p> <p>15 all?</p> <p>16 A. No.</p> <p>17 Q. Do you have any type of security at any of</p> <p>18 the other locations that are reflected on the back</p> <p>19 of Exhibit A, the brochure?</p> <p>20 A. Only in the housing division. Only --</p> <p>21 because we have -- we house 72 people and children</p> <p>22 and families. But none of the other programs, none</p> <p>23 of the other clinics.</p> <p>24 Q. None of the other clinics have security?</p> <p>25 A. Security.</p>	<p style="text-align: right;">Page 227</p> <p>1 E. Brooks</p> <p>2 okay. But that was -- there wasn't much of a focus</p> <p>3 on that.</p> <p>4 Q. Is there anything in your brochure about</p> <p>5 who C.C.M.S. services in terms of race or ethnicity</p> <p>6 or anything like that?</p> <p>7 A. Well, we're a diverse agency that serves</p> <p>8 all of the people who -- and we get people referred</p> <p>9 to us of all backgrounds. Okay?</p> <p>10 Q. How about the people that work there, same,</p> <p>11 it's diverse depending upon -- and I think you</p> <p>12 mentioned earlier you had a number of Asian</p> <p>13 therapists --</p> <p>14 A. Chinese therapists.</p> <p>15 Q. -- Chinese therapists?</p> <p>16 A. Yes.</p> <p>17 Q. So across the organization, that's how you</p> <p>18 would describe it, very diverse?</p> <p>19 A. Yes.</p> <p>20 Q. And do you recall that coming up in the</p> <p>21 context of your meeting with the board?</p> <p>22 A. No.</p> <p>23 MR. MARGOLIS: Let's have this</p> <p>24 marked as O.</p> <p>25 (Defendants' Exhibit O, an email,</p>
<p style="text-align: right;">Page 226</p> <p>1 E. Brooks</p> <p>2 Q. Okay. And when you say the housing, you</p> <p>3 mean it's like a residential facility?</p> <p>4 A. Yes.</p> <p>5 Q. Understood. At any point in time during</p> <p>6 the interview, did you have any discussion with any</p> <p>7 of the board members regarding a not-for-profit</p> <p>8 organization called Common Ground?</p> <p>9 A. No. I don't remember that.</p> <p>10 Q. Do you know the not-for-profit Common</p> <p>11 Ground?</p> <p>12 A. I think so. I've heard of them before.</p> <p>13 Q. And what is your memory of what that</p> <p>14 organization does?</p> <p>15 A. I don't like to say. I'm going to have to</p> <p>16 check it.</p> <p>17 Q. When you were speaking to the members of</p> <p>18 the board about C.C.M.S., did you speak at all</p> <p>19 about the race of the people that work at C.C.M.S.?</p> <p>20 Did that come up?</p> <p>21 A. I don't think so. I --</p> <p>22 Q. Did you give this --</p> <p>23 A. -- I might have mentioned that we serve all</p> <p>24 ethnicities, okay, and we -- a large Chinese</p> <p>25 population, a large number of Chinese therapists,</p>	<p style="text-align: right;">Page 228</p> <p>1 E. Brooks</p> <p>2 was marked for identification.)</p> <p>3 Q. I'm showing you what's been marked as O.</p> <p>4 It's an email that your lawyers produced to us,</p> <p>5 C.C.M.S. 275.</p> <p>6 Have you seen this email before?</p> <p>7 A. Let me see here.</p> <p>8 (Perusing.)</p> <p>9 Yes, I've seen this.</p> <p>10 Q. Okay. At the top of the page it says</p> <p>11 Robert King sent that to you on January 24, 2020.</p> <p>12 Do you see that?</p> <p>13 A. Yes.</p> <p>14 Q. Did you see it before January 24, 2020?</p> <p>15 A. No. When that was written --</p> <p>16 Q. It was written --</p> <p>17 A. -- on the 15th -- written on the 15th by</p> <p>18 Saul --</p> <p>19 Q. Correct.</p> <p>20 A. -- and sent to Bob, and then Bob sent it to</p> <p>21 me. I don't remember the sequence of things in</p> <p>22 terms of exactly when I saw this.</p> <p>23 (Simultaneous speakers.)</p> <p>24 Q. Okay. But at some point you saw it, right?</p> <p>25 A. Yes.</p>

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<p style="text-align: right;">Page 229</p> <p>1 E. Brooks</p> <p>2 Q. And there's an email here. It says from</p> <p>3 Bob to Saul, "Nigel informed me of the board's</p> <p>4 decision. Just awful." And then Saul writes back</p> <p>5 to Bob, "Your tenants' rep was an idiot."</p> <p>6 Do you see that?</p> <p>7 A. Yes.</p> <p>8 Q. That's referring to you, correct?</p> <p>9 A. Yes.</p> <p>10 Q. And are you aware that after the interview,</p> <p>11 that Nigel contacted Bob?</p> <p>12 A. I know that now.</p> <p>13 Q. Okay. You listened to the -- you listened</p> <p>14 to the recording?</p> <p>15 A. Yes.</p> <p>16 Q. Okay. And Bob didn't tell you about that?</p> <p>17 A. He told me that he had received a call from</p> <p>18 Nigel, okay, and he had heard from Saul, telling</p> <p>19 them that I was an idiot in the interview and I had</p> <p>20 insisted on drug treatment, okay. And they tried</p> <p>21 to remind me that it was in the lease not to do</p> <p>22 that, but that I still insisted. You know, that</p> <p>23 the tenants were good people and I shouldn't do</p> <p>24 that, and that was the basis that we were rejected.</p> <p>25 This was what was also shared -- told to</p>	<p style="text-align: right;">Page 231</p> <p>1 E. Brooks</p> <p>2 another firm, Manatt, also communicated the same</p> <p>3 thing, okay.</p> <p>4 Q. But Manatt is Diana's firm?</p> <p>5 A. No. But she had been there. I don't know</p> <p>6 if she was there at the -- no. She had left there</p> <p>7 and she was working at another firm, and this went</p> <p>8 to another lawyer at the firm.</p> <p>9 Q. Okay. Who was representing you at the</p> <p>10 time? Was it the Manatt or was it Diana at the</p> <p>11 other firm?</p> <p>12 A. Well, they both were -- they both were</p> <p>13 representing me around different things.</p> <p>14 Q. Okay. So my question to you is after you</p> <p>15 heard about this through Robert King --</p> <p>16 A. Right.</p> <p>17 Q. -- and your attorneys heard about it</p> <p>18 through Eton Harris --</p> <p>19 A. Yes.</p> <p>20 Q. -- did you make any effort to contact any</p> <p>21 of the members of the board to discuss it?</p> <p>22 A. No.</p> <p>23 Q. Did you contact Susan Rubin at Kaled?</p> <p>24 A. No.</p> <p>25 Q. Did you contact Peter Lehr, her boss at</p>
<p style="text-align: right;">Page 230</p> <p>1 E. Brooks</p> <p>2 Bob and Bob passed that on to me. And also -- and</p> <p>3 then the law firm, okay, Harris -- Eton Harris, the</p> <p>4 firm for the project and for Nigel emailed the same</p> <p>5 information to Diana Lee, the other lawyer -- the</p> <p>6 leasing lawyer that we were using.</p> <p>7 Q. To tell her the reason --</p> <p>8 A. Tell her the reason, that's right.</p> <p>9 Q. Right. But until -- and so other than Bob</p> <p>10 telling it to you orally, you were not aware until</p> <p>11 recently of the telephone conversation between</p> <p>12 Nigel and Bob, or at least you had not heard a tape</p> <p>13 of it until recently, correct?</p> <p>14 A. The details of it.</p> <p>15 Q. The details of it.</p> <p>16 A. It was more -- more was recorded around</p> <p>17 what happened than I had been informed of.</p> <p>18 Q. By Bob?</p> <p>19 A. By Bob.</p> <p>20 Q. Got it. Okay.</p> <p>21 Now, when -- you said that Bob communicated</p> <p>22 to you the rejection and that the attorney for</p> <p>23 Nigel, Harris, had also communicated the rejection</p> <p>24 to your lawyer, Diana Lee, correct?</p> <p>25 A. Right. To my lawyer as well as to the --</p>	<p style="text-align: right;">Page 232</p> <p>1 E. Brooks</p> <p>2 Kaled?</p> <p>3 A. No. We contacted the landlord to begin</p> <p>4 with.</p> <p>5 Q. Okay. But the landlord wasn't the one that</p> <p>6 rejected your lease. It was the board and you were</p> <p>7 aware of it. You had the interview with the board.</p> <p>8 So I'm just asking you if you followed up at all</p> <p>9 with the board?</p> <p>10 A. No.</p> <p>11 Q. Now, I think you testified earlier today</p> <p>12 that you had to pay holdover rent.</p> <p>13 A. Yes.</p> <p>14 Q. How long did you stay at the West 31st</p> <p>15 Street address after your lease had expired?</p> <p>16 A. I think about seven months.</p> <p>17 Q. Okay. And during that seven-month period,</p> <p>18 what did you do to find another location?</p> <p>19 A. Bob King found another location for us,</p> <p>20 found it quickly. And the reason for the seven</p> <p>21 months was the renovation of the space.</p> <p>22 Q. So to build out the new space?</p> <p>23 A. Yes. And we remained where we were until</p> <p>24 we moved.</p> <p>25 Q. Okay. And did you do that with the consent</p>

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<p style="text-align: right;">Page 233</p> <p>1 E. Brooks</p> <p>2 of the landlord?</p> <p>3 A. Yes. We were paying -- you mean the 115</p> <p>4 West 31st Street landlord?</p> <p>5 Q. Correct.</p> <p>6 A. Yes. We were paying more money.</p> <p>7 Q. Okay. And you were paying more money</p> <p>8 because your lease had a provision in it that said</p> <p>9 you had to pay more money if you were a holdover</p> <p>10 tenant?</p> <p>11 A. Yes.</p> <p>12 Q. Okay. Do you recall total how much rent</p> <p>13 you paid to your West 31st Street landlord during</p> <p>14 that seven-month period?</p> <p>15 A. I don't recall offhand. I'd have to check</p> <p>16 that.</p> <p>17 MR. MARGOLIS: I'm going to leave a</p> <p>18 blank in the transcript for you to insert</p> <p>19 that.</p> <p>20 THE WITNESS: Sure.</p> <p>21 (INSERT)</p> <p>22 Q. And then there came a time that you</p> <p>23 relocated to another premise, correct?</p> <p>24 A. Yes.</p> <p>25 Q. And where was that?</p>	<p style="text-align: right;">Page 235</p> <p>1 E. Brooks</p> <p>2 lawsuit?</p> <p>3 MS. TURNER: Objection.</p> <p>4 A. I'd have to check it. I don't know --</p> <p>5 remember offhand.</p> <p>6 Q. Well, do you know -- can you estimate?</p> <p>7 MS. TURNER: Objection.</p> <p>8 A. I don't want to estimate.</p> <p>9 Q. Do you have documents that show how much</p> <p>10 you paid?</p> <p>11 A. Yes, oh, absolutely.</p> <p>12 MR. MARGOLIS: I'm going to call</p> <p>13 for the production of those documents to</p> <p>14 the extent they haven't been produced</p> <p>15 already.</p> <p>16 Q. What about Tara's firm, how much have you</p> <p>17 spent in attorneys' fees for Tara's firm?</p> <p>18 MS. TURNER: Objection.</p> <p>19 A. A fortune. I have to get -- we have the</p> <p>20 information. We have the invoice and what we paid.</p> <p>21 I'll get it for you.</p> <p>22 Q. Do you have an engagement letter with her</p> <p>23 firm?</p> <p>24 A. Yes.</p> <p>25 Q. And is there a fee arrangement that you</p>
<p style="text-align: right;">Page 234</p> <p>1 E. Brooks</p> <p>2 A. 15 West 39th Street.</p> <p>3 Q. And what floor?</p> <p>4 A. Second floor.</p> <p>5 Q. Okay. And who was your landlord?</p> <p>6 A. Mrs. Cheng, C-H-E-N-G.</p> <p>7 Q. Mrs. Cheng?</p> <p>8 A. Cheng.</p> <p>9 Q. Okay. And is that the name of the landlord</p> <p>10 on the lease?</p> <p>11 A. Yes.</p> <p>12 Q. And what is the term of the lease that you</p> <p>13 have with Mrs. Cheng at that location?</p> <p>14 A. It's 10 years.</p> <p>15 Q. And what is the monthly rent?</p> <p>16 A. 23,000.</p> <p>17 Q. And does it escalate at all, or does it</p> <p>18 stay at 23,000?</p> <p>19 A. I think it escalates.</p> <p>20 Q. Within the 10 years?</p> <p>21 A. Yes.</p> <p>22 MR. MARGOLIS: I'm going to call</p> <p>23 for production of that lease, please.</p> <p>24 Q. How much in legal fees did you pay Tristan</p> <p>25 Loanzon to represent you in connection with this</p>	<p style="text-align: right;">Page 236</p> <p>1 E. Brooks</p> <p>2 have with her firm?</p> <p>3 MS. TURNER: Objection.</p> <p>4 A. Yes.</p> <p>5 MR. MARGOLIS: What's the basis for</p> <p>6 your objection? You have a claim for</p> <p>7 attorneys' fees.</p> <p>8 MS. TURNER: Just the way you're</p> <p>9 asking the question. You're not giving him</p> <p>10 enough time to answer.</p> <p>11 MR. MARGOLIS: I'm not giving him</p> <p>12 enough time to answer?</p> <p>13 MS. TURNER: Yes.</p> <p>14 MR. MARGOLIS: Okay.</p> <p>15 I'll give you more time to answer.</p> <p>16 That's not a viable objection.</p> <p>17 Q. Do you know what the total attorneys' fees</p> <p>18 between Tara's firm and Tristan's firm that you</p> <p>19 incurred so far in connection with this case?</p> <p>20 A. I can get that for you.</p> <p>21 MR. MARGOLIS: Okay. We'll leave a</p> <p>22 line in the transcript so that you can</p> <p>23 supply that.</p> <p>24 (INSERT)</p> <p>25 Q. Have you employed any other attorneys to</p>

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<p style="text-align: right;">Page 237</p> <p>1 E. Brooks</p> <p>2 work with you or C.C.M.S. in connection with this</p> <p>3 lawsuit in any way?</p> <p>4 A. We haven't engaged no one else.</p> <p>5 Q. You have not engaged anybody else?</p> <p>6 A. Right.</p> <p>7 MR. MARGOLIS: I'm just going to</p> <p>8 take a five-minute break and see if there's</p> <p>9 anything else that I want to ask the</p> <p>10 witness.</p> <p>11 (Whereupon, a recess was taken at</p> <p>12 this time.)</p> <p>13 MR. MARGOLIS: I have nothing</p> <p>14 further for the witness.</p> <p>15 (Whereupon, a discussion was held</p> <p>16 off the record.)</p> <p>17 THE WITNESS: Thank you.</p> <p>18 MR. MARGOLIS: Thank you.</p> <p>19 EXAMINATION BY</p> <p>20 MR. CASE:</p> <p>21 Q. Mr. Brooks, my name is Michael Case. I am</p> <p>22 with the Barclay Damon law firm. I'm representing</p> <p>23 Marc Paturet in this case. I'm just going to ask</p> <p>24 you --</p> <p>25 A. What's your law firm?</p>	<p style="text-align: right;">Page 239</p> <p>1 E. Brooks</p> <p>2 A. Mm-hmm.</p> <p>3 Q. And I'm just going to ask you a few</p> <p>4 questions just to make sure that -- because there's</p> <p>5 a lot of discussion, make sure that I -- make sure</p> <p>6 that I have a clear understanding about where your</p> <p>7 testimony falls as it relates to Mr. Paturet.</p> <p>8 Okay?</p> <p>9 A. Yes, sir.</p> <p>10 Q. Did you ever speak with Mr. Paturet</p> <p>11 concerning any topic -- any topic prior to your</p> <p>12 learning that the sublease had been declined?</p> <p>13 A. No.</p> <p>14 Q. Okay. Did you ever -- aside from --</p> <p>15 Strike that.</p> <p>16 Did you ever communicate with Mr. Paturet</p> <p>17 in writing regarding any topic prior to the denial</p> <p>18 of the sublease?</p> <p>19 A. No.</p> <p>20 Q. Okay. And by in writing, I mean email,</p> <p>21 texts, court, you know, snail mail. You understand</p> <p>22 that to be -- that's what we're talking about,</p> <p>23 right?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. Was Mr. Paturet present at any time</p>
<p style="text-align: right;">Page 238</p> <p>1 E. Brooks</p> <p>2 Q. It's called Barclay Damon.</p> <p>3 (Whereupon, a discussion was held</p> <p>4 off the record.)</p> <p>5 Q. Mr. Brooks, I want to make sure I</p> <p>6 understand.</p> <p>7 MR. MARGOLIS: Can you read back</p> <p>8 the last question and answer?</p> <p>9 (Whereupon, the record was read by</p> <p>10 the reporter.)</p> <p>11 Q. Okay. Let me put it this way: So my law</p> <p>12 firm is called Barclay Damon. Have you heard of</p> <p>13 that law firm before?</p> <p>14 A. They represent us.</p> <p>15 Q. They represent you?</p> <p>16 A. We've gotten waiver for this.</p> <p>17 Q. Okay. We have a waiver today. Okay.</p> <p>18 A. So be nice to me.</p> <p>19 (Whereupon, a discussion was held</p> <p>20 off the record.)</p> <p>21 Q. Okay. So you've testified earlier today</p> <p>22 about a number of things. Things that you</p> <p>23 personally observed, things that you heard from</p> <p>24 others, and things that seemed like common sense to</p> <p>25 you.</p>	<p style="text-align: right;">Page 240</p> <p>1 E. Brooks</p> <p>2 when you visited the leased premises or the</p> <p>3 premises you contemplated subleasing?</p> <p>4 A. No.</p> <p>5 Q. Okay. Was Mr. Paturet present at the</p> <p>6 interview in January of 2020?</p> <p>7 A. Are you asking me that in terms of what I</p> <p>8 know now or what I knew then?</p> <p>9 Q. Either actually.</p> <p>10 A. He was not there.</p> <p>11 Q. Okay. Did you ever see any communications</p> <p>12 between Mr. Paturet and Bob King?</p> <p>13 A. No.</p> <p>14 Q. Okay. Were you ever a party to any</p> <p>15 communications between Mr. Paturet and Nigel</p> <p>16 Shamash?</p> <p>17 A. No.</p> <p>18 Q. Okay. Did you ever overhear or were you a</p> <p>19 party to any conversation between Mr. Paturet and</p> <p>20 Mr. Shamash?</p> <p>21 A. No.</p> <p>22 Q. Okay. And to the extent that you testified</p> <p>23 the communications between Mr. Shamash and</p> <p>24 Mr. Paturet took place, what is the basis of that</p> <p>25 testimony? Is that something that you heard from</p>

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<p style="text-align: right;">Page 241</p> <p>1 E. Brooks</p> <p>2 Mr. King?</p> <p>3 A. From Mr. King as well as emails from Nigel</p> <p>4 Shamash. Yeah, emails where he had said -- spoke</p> <p>5 to the president and blah, blah, blah.</p> <p>6 Q. Okay. Okay. And in those emails, did</p> <p>7 Mr. Shamash specifically reference Mr. Paturet?</p> <p>8 A. Not the name, but the position, president.</p> <p>9 Q. And emails referring to, have you produced</p> <p>10 those -- has your counsel produced those in this</p> <p>11 litigation?</p> <p>12 A. You said will we produce them?</p> <p>13 Q. Have they been produced in this litigation?</p> <p>14 A. I don't know.</p> <p>15 Q. Okay. Have you provided them to your</p> <p>16 counsel for production in this litigation, any</p> <p>17 emails between Shamash -- yeah, between you and</p> <p>18 Shamash in which he's referencing a communication</p> <p>19 with Paturet?</p> <p>20 A. Yeah. We've produced those.</p> <p>21 Q. Okay.</p> <p>22 A. Mm-hmm. The attorney has those.</p> <p>23 Q. Okay. And other than the documents that</p> <p>24 have been produced in this litigation, are you</p> <p>25 aware of any other documents reflecting</p>	<p style="text-align: right;">Page 243</p> <p>1 E. Brooks</p> <p>2 another copy?</p> <p>3 MS. TURNER: I was anticipating</p> <p>4 ordering my own copy.</p> <p>5 (Whereupon, a discussion was held</p> <p>6 off the record.)</p> <p>7 (Whereupon, a recess was taken at</p> <p>8 this time.)</p> <p>9 EXAMINATION BY</p> <p>10 MS. TURNER:</p> <p>11 Q. Mr. Brooks, I only have a couple of</p> <p>12 questions. This might be an obvious question, but</p> <p>13 what's your race, Mr. Brooks?</p> <p>14 A. African American.</p> <p>15 Q. And how old are you?</p> <p>16 A. Ninety.</p> <p>17 Q. Thank you.</p> <p>18 You were born in 1932, correct?</p> <p>19 A. Yes.</p> <p>20 Q. So in the 90 years you've been alive, have</p> <p>21 you ever experienced racism as a black man in</p> <p>22 America?</p> <p>23 A. Yes.</p> <p>24 Q. And do you have any examples of racism</p> <p>25 you've experienced?</p>
<p style="text-align: right;">Page 242</p> <p>1 E. Brooks</p> <p>2 communications -- communications to you from</p> <p>3 Shamash in which Shamash discusses communications</p> <p>4 he had with Paturet?</p> <p>5 A. I have to check. I have to check because</p> <p>6 about 20, 30 emails back and forth, and my attorney</p> <p>7 might not have all of them. Okay? And also some</p> <p>8 of them were presented here today. So I need to go</p> <p>9 back now and check and see if there are additional</p> <p>10 emails that makes reference to that.</p> <p>11 Q. Okay.</p> <p>12 A. I will give it to my attorney.</p> <p>13 MR. CASE: Okay. Yes. We'll leave</p> <p>14 a space in the record for that, request</p> <p>15 that you do so.</p> <p>16 And to the extent that there are</p> <p>17 any such communications that you come up</p> <p>18 with, we request that they be produced.</p> <p>19 And with that I think I have no further</p> <p>20 questions.</p> <p>21 (Reporter clarification.)</p> <p>22 MR. CASE: We need a copy of the</p> <p>23 transcript.</p> <p>24 MR. MARGOLIS: So if you provide</p> <p>25 Mr. Case and I with a copy, you provide</p>	<p style="text-align: right;">Page 244</p> <p>1 E. Brooks</p> <p>2 A. Well, you know, I was born in Texas -- born</p> <p>3 in Texas and reared there for a while. And as a</p> <p>4 black there, you experience it all the time. Okay?</p> <p>5 Since then, you experience it in all kinds, direct</p> <p>6 and subtle ways; where if I was wearing a pair of</p> <p>7 jeans and a shirt and went into a Bergdorf Goodman,</p> <p>8 okay, they would kind of like watch me a bit in</p> <p>9 terms of whether or not I'm there to -- what am I</p> <p>10 there to do. Am I there to make a purchase.</p> <p>11 Where as if I went dressed the way I am</p> <p>12 now, no one would ask me any kind of questions.</p> <p>13 They would assume that I was a lawyer or a</p> <p>14 professor or a professional person and I'm safe.</p> <p>15 And in fact, my wife -- my late wife, who was</p> <p>16 white, okay, we used to talk about it and make fun</p> <p>17 about it. We were going down to Bergdorf, and no,</p> <p>18 no, no. Let me go and get dressed. I have to go</p> <p>19 and get dressed because I want to be -- and this</p> <p>20 was just an automatic beat. I just took it for</p> <p>21 granted, and I didn't -- so there are samples.</p> <p>22 There's 50 samples of stuff like that, okay, where</p> <p>23 you're treated differently in terms of stereotype.</p> <p>24 And so that. Mm-hmm.</p> <p>25 Q. And you've also experienced overt racism</p>

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2 where someone has called you a derogatory name?

3 MR. MARGOLIS: Did you say over

4 racism?

5 MS. TURNER: Overt.

6 THE WITNESS: Overt.

7 MS. TURNER: Sorry.

8 A. Not often. A couple of times, okay,

9 because I was always viewed kind of like a benign

10 person. Situations never called for someone, like,

11 cursing me out. So I've seen it. Okay. But have

12 I personally experienced it a lot? No.

13 Q. Okay. But you understand as a black man

14 who's lived in this country for 90 years, that

15 there are all different types of racism, and that's

16 something you live with every day?

17 A. Right. I experienced a little bit of it

18 yesterday in court. We have -- can I talk about

19 that? Can I just say it? You asked me about it,

20 okay?

21 Forgive me. Go ahead.

22 Q. I think we should just focus on this

23 deposition in this case though.

24 A. Okay. It was an example of racism though.

25 Okay. Go ahead.

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2 Q. Can you just quickly -- I know we heard the

3 lengthy explanation that you gave defense counsel,

4 but again, what does C.C.M.S. do?

5 A. C.C.M.S. provides mental health services to

6 children and families. We provide after-school

7 services, we provide housing programs for homeless,

8 mentally ill. That's here. And also we're

9 developing a senior housing program in China.

10 We've done international adoptions. Okay. We have

11 an office in India. Okay. So we are an

12 international company.

13 I'm a part of the global CEOs in terms of I

14 was invited to China and been to China four times

15 in terms of our doing business there, our

16 counterparts doing business here. Okay? So that's

17 C.C.M. We're a highly diverse agency with about

18 300 staff. We have 60 Chinese therapists and

19 physical people; and we have, you know, black

20 staff, white staff, staff from Russia, Asian and so

21 forth.

22 And we kind of pride ourselves on being a

23 diverse agency. We (unintelligible) a black-led

24 agency. At the same time, we were -- my wife was

25 white and we cofounded C.C.M. 40 years ago. So

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2 that's C.C.M.

3 Q. Thank you. How did you come to learn

4 about -- I'm going to refer to it as the premises,

5 but the space you were looking to sublease at 129

6 West 27th Street?

7 A. We had just learned in July of 2019 that we

8 had to move because the building where we had been

9 in for 27 years was changing its purpose. And so

10 we start looking for space, and Bob King is one of

11 the brokers that we also worked with. He has been

12 a broker in Manhattan for 30 years. Okay. Looking

13 at the same kinds of buildings we'd been looking

14 at. Okay? This was -- we were at 115 West 31st

15 Street.

16 So we contacted Bob and said that we're

17 looking for some space, and we looked at some --

18 we'd already started with another firm that had

19 another location that we looked at on 38th Street.

20 And the owner of the building -- the owner of the

21 building had visited our clinic, okay, reviewed our

22 application, and told us in about 10 days that he

23 didn't want to go forward with it. He was -- that

24 our population and the nature of what we did as a

25 social service agency wouldn't fit into his

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2 building. And so we were turned down. Okay.

3 That's happened before. Okay.

4 So Bob, also in learning that, said no, no,

5 no. I wouldn't have taken you to show you that

6 because I already knew that. So Bob looked and

7 found about four or five different places for us to

8 look at. And we looked at the one on 27th Street,

9 and it was the most impressive mainly because it

10 had the offices already built out. And in the --

11 several of the other buildings that also really

12 wanted us to come in, it was four or five months of

13 renovations to build -- and the cost, but to build

14 the 14 offices that we needed.

15 27th Street was, like, perfect because it

16 already had all that we required with some minor

17 adjustments around the waiting area that we could

18 literally move in a couple of days and get set up

19 there. So that was the reason that we were very

20 impressed with this space, and Bob King had located

21 it for us.

22 Q. Thank you. And before your interview with

23 the board to sublease the premises, were there any

24 issues or hiccups in the lease negotiation process?

25 A. One. We had -- I'll give you a little

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2 background on that. We had wanted to have in the

3 lease the right to treat drug-addicted persons --

4 look at in the future. We had a case before where

5 we wanted to add that to our license, and the

6 requirement to add that is that it's in the lease,

7 okay. It's in the lease, so we thought we would

8 get it in here. They said that they didn't want

9 that and we agreed with that. We agreed with that.

10 And so it was specifically written in the lease

11 that we wouldn't provide drug treatment.

12 And also, it -- we wouldn't do it because

13 it's -- it's contraindicated. You don't need to be

14 a clinician to make this judgment. You would make

15 it, okay, in terms of not having a program that

16 serves little children, okay, and someone sitting

17 next to them that is dealing with an addiction

18 problem. Okay.

19 It would make no sense for either

20 population, you know, for the person who is

21 struggling with trying to deal with addiction.

22 Okay. You want a very calm facility for them to be

23 receiving services. And it would clearly be not

24 the right place for children.

25 So one, even if we wanted to do that and

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2 even if we would insist, we couldn't get approval

3 for it. The Office of Mental Health would not

4 approve of use in terms of serving children and

5 serving an addicted population in the same setting.

6 Okay? I -- in March of 2019 I got a certificate

7 from the Harvard Medical School, went for training,

8 and one of the items that we were trained on was

9 treating the addiction. But it came up in a way in

10 terms of talking about the type of setting that you

11 would be involved. They didn't deal with it.

12 No one would have raised it because it

13 would have been a pretty dumb question. No one

14 would be treating children in the same setting that

15 you're dealing with an addicted population.

16 Q. Thank you.

17 When did you meet with the board again?

18 A. January 14, 2019.

19 Q. Do you mean 2020?

20 A. 2020.

21 Q. I know. No one remembers that time period.

22 That was right before COVID.

23 A. 2020.

24 Q. Thank you. And again, how long was the

25 meeting roughly?

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2 A. About an hour.

3 Q. Okay. And how many people attended the

4 meeting?

5 A. Six with me. The five people and myself.

6 Q. And what stood out to you from the meeting

7 with the board?

8 MR. MARGOLIS: Objection.

9 A. Okay. I can still answer that?

10 Okay. Well, I was already quite worried

11 based, okay, on what was happening around the

12 conversation about the black man -- this is -- the

13 disturbed black man, okay? I thought it was

14 describing an ill patient. An ill patient.

15 There's a difference between an ill patient and a

16 violent patient. Okay.

17 That is not -- we would try our best to

18 avoid treating a patient with a history of

19 violence, okay, to protect ourselves, our staff,

20 our other clients, and it's not the best kind of

21 environment to be working with mentally ill people.

22 Okay. So what protects us also would be protecting

23 the other tenants in the building. So that's it.

24 Q. Okay. Can you just remind me again -- you

25 mentioned the black man in Monsey. What was

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2 discussed in regards to that at the board

3 interview?

4 A. Well, Mr. Conte, out of clear blue sky,

5 brought that up. You know, at the time that he

6 said that, I had just described the program for the

7 children that we would be bringing in, okay. And I

8 gave my background in terms of working with

9 children. And this was a very new program and a

10 very exciting program.

11 And once I had finished that, he asked me

12 if I was aware of the incident that just happened

13 with a mentally ill patient up in Monsey, New York,

14 and this is what he had done. And I was a little

15 bit floored by it because it came from -- everyone

16 reading the papers at that time was aware of that.

17 But it further made me anxious and depressed

18 because it didn't feel like this was good news, his

19 raising that; because we were operating a clinic,

20 and we were serving people that are most -- that

21 are ill -- mentally ill.

22 And this was super criticism of them and

23 frightening, I think, perhaps the other board

24 members in terms of who might not have known that

25 we were operating a clinic -- that a clinic was

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2 coming in here, to make them more anxious than they

3 should have been in terms of the reality.

4 Q. And did he specifically mention that the

5 gentleman was black?

6 A. Yes.

7 Q. The person who attacked?

8 A. Yes. With a machete, yes. He mentioned

9 that.

10 Q. And what did you think when he referred to

11 the man's race?

12 A. Well, this already -- to tell you the

13 truth, it reminded me, even with the spot of Saul

14 having told -- asked Bob King, the broker, to check

15 with me and see if we would be agreeable to taking

16 the freight elevator to our -- to the 7th floor,

17 taking the freight elevator for our staff and for

18 the clients coming into our program.

19 And Bob, as he related to me later, he

20 didn't tell me about this for quite a while because

21 he knew it would be very depressing and upsetting.

22 And he said no, I'm not even going to tell

23 Mr. Brooks. I know he would reject that, that his

24 tenants and his agency would be treated as

25 second-class citizens. That would be unacceptable.

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2 Q. And what did Bob --

3 A. It made me think of that in terms of the

4 racial piece.

5 Q. And when did Bob tell you that, about using

6 the freight elevator -- your patients using the

7 freight elevator?

8 A. Sometime early in November. I'd have to

9 check the email on it.

10 Q. But it was before the board interview?

11 A. It was before the board interview.

12 Q. And why do you think C.C.M.S.'s patients

13 would be asked to use the freight elevator?

14 A. Because this is what Saul, according to

15 Bob, asked him to check with me as if he was trying

16 to find a way to get us into the building -- it was

17 also a little bit of a signal that there was some

18 trouble, that he was -- that they were finding --

19 trying to find a way to make us acceptable to

20 whoever might be opposed to having this black

21 clinic in the building.

22 Q. So do you think that C.C.M.S.'s patients

23 were being asked to use the freight elevator

24 because they were black?

25 MR. MARGOLIS: Objection.

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2 A. Yes, because they were black and mentally

3 ill.

4 Q. And was there anything else discussed at

5 your interview with the board that concerned you?

6 A. Well, one -- also the owner of the modeling

7 agency, in terms of whether or not his staff, you

8 know, and clients, you know, would be comfortable.

9 At the meeting, I was really thinking, you know,

10 that they would and that many of the clients that

11 are being served by this clinic are people who work

12 in the law firms, work at other corporations in the

13 community. In the community, okay, in addition to

14 patients with serious -- with a serious diagnosis

15 that live in the community or live in the

16 surrounding areas that might work in Manhattan.

17 So our clinic is more convenient for them.

18 That's -- if you went to look at the demographics,

19 a breakdown of ethnicity and patients that are

20 being serviced by the clinic, that's what you would

21 find.

22 Q. Okay. How did you think the interview went

23 with the board?

24 A. Well, I didn't think it went well. I

25 didn't think it went well. (Unintelligible). And

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2 towards the end, Nigel was also -- seemed concerned

3 in terms of the fact that he was seeing that the

4 board was really not going to accept us, and he had

5 proposed -- and he mentioned the broker that might

6 have been concerned.

7 But since the broker had brought him an

8 appropriate tenant four months ago, okay, and Nigel

9 had communicated that clearly -- that being a

10 clinic and needing 14 offices was not a problem

11 because we have 14 offices. And so Bob had brought

12 him an appropriate client, okay, that they then had

13 negotiated the lease with, allowed the client to

14 come into the building and set up for -- set up

15 those 14 offices for therapists and for clients to

16 then reject them would mean that they would be at a

17 risk for the broker's fee or be liable for a

18 lawsuit from the broker.

19 So he was concerned -- so he proposed could

20 we consider maybe a one-year lease to kind of see

21 how things went. He raised that. He raised that

22 at the board meeting. And there was no reaction to

23 it. But I would -- this was towards the tail end

24 of the meeting before the meeting ended with me,

25 for me to leave. So -- then that was it.

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<p style="text-align: right;">Page 257</p> <p>1 E. Brooks</p> <p>2 Q. But the board rejected the sublease?</p> <p>3 A. Not at that moment. But later they did,</p> <p>4 yes.</p> <p>5 Q. And they didn't respond to Nigel's offer</p> <p>6 for a one-year trial period?</p> <p>7 A. That's correct.</p> <p>8 Q. And what's your belief as to why they</p> <p>9 rejected the sublease, the board?</p> <p>10 MR. MARGOLIS: Objection.</p> <p>11 A. Well, I think that the reason -- my</p> <p>12 opinion, okay, is that there was some objection</p> <p>13 from some important board member. They denied that</p> <p>14 sixth vote because we were a black agency and with</p> <p>15 black clients; and maybe with a client that's a</p> <p>16 cousin of the guy who harmed people up in Monsey,</p> <p>17 New York, and we weren't considered safe -- that</p> <p>18 they weren't safe in having us in the building.</p> <p>19 Q. And after the sublease was rejected, what</p> <p>20 did C.C.M.S. do?</p> <p>21 A. Well, we consulted a law firm when we got</p> <p>22 the email from the attorney, okay, Eton Harris,</p> <p>23 indicating that we were rejected because Emory</p> <p>24 Brooks was insisting on doing drug treatment.</p> <p>25 Okay. And even though they pleaded with me that it</p>	<p style="text-align: right;">Page 259</p> <p>1 E. Brooks</p> <p>2 been believable. So he needed something original</p> <p>3 as a basis for us being rejected.</p> <p>4 Q. So you think he just made up --</p> <p>5 A. Yes.</p> <p>6 Q. -- the reference to drug treatment?</p> <p>7 A. Yes.</p> <p>8 Q. Because he couldn't say that the reason was</p> <p>9 your race --</p> <p>10 MR. MARGOLIS: Objection.</p> <p>11 Q. -- and the race of clients?</p> <p>12 MR. MARGOLIS: Objection. You're</p> <p>13 leading the witness.</p> <p>14 A. Right. He couldn't say he was rejecting us</p> <p>15 because of the volume and because we were operating</p> <p>16 a clinic. I mean, he would look silly in terms of</p> <p>17 leasing 14 offices for us and our using the 14</p> <p>18 offices is too busy. It wouldn't be believable.</p> <p>19 Q. So once the sublease was rejected, what</p> <p>20 office space did C.C.M.S. use?</p> <p>21 A. We remained where we were, paying the extra</p> <p>22 money until we found space. Rehabil- --</p> <p>23 established the space, constructed the space, and</p> <p>24 moved in.</p> <p>25 Q. Do you recall how much the holdover rent</p>
<p style="text-align: right;">Page 258</p> <p>1 E. Brooks</p> <p>2 was in the lease that you wouldn't do it, I still</p> <p>3 insisted on doing it. Okay?</p> <p>4 I spoke to the law firm and convinced --</p> <p>5 showed the law firm that in our application to OMH,</p> <p>6 okay, that the license, we did not request to</p> <p>7 provide drug treatment. And you can't mess around</p> <p>8 and lie to the place that you're applying to the</p> <p>9 license. Okay. And we had evidence of that.</p> <p>10 Okay. So we had convincing evidence.</p> <p>11 So the law firm then contacted Nigel, okay,</p> <p>12 contacted them with -- under the expectation that</p> <p>13 we could satisfy their express concern with the</p> <p>14 reasons they were rejecting us, that they might</p> <p>15 reconsider. They might reconsider and then accept</p> <p>16 us. They didn't. They didn't -- they didn't</p> <p>17 accept us.</p> <p>18 Q. Why do you think Nigel said that the</p> <p>19 sublease was rejected for your insistence on drug</p> <p>20 treatment? Why do you think he said that?</p> <p>21 A. I think that he would have looked pretty</p> <p>22 silly in the court system if he said it was</p> <p>23 around -- to say that we were a clinic, but he had</p> <p>24 accepted negotiating with us as a clinic from day</p> <p>25 one, and four months later -- so it wouldn't have</p>	<p style="text-align: right;">Page 260</p> <p>1 E. Brooks</p> <p>2 was per month?</p> <p>3 A. I don't remember that. I have to look in</p> <p>4 my files and I can find it. I'll get it to you</p> <p>5 and...</p> <p>6 Q. Did you have any other damages from the</p> <p>7 sublease rejection?</p> <p>8 A. Just the cost of the IT people for three</p> <p>9 days installing equipment, the server, and setting</p> <p>10 rooms up. And there was some furniture that we</p> <p>11 bought. Most of the furniture we already had. And</p> <p>12 some expenses like that that we incurred.</p> <p>13 Q. And what about -- did you consult an</p> <p>14 architect?</p> <p>15 (Simultaneous speakers.)</p> <p>16 A. Yes. There's some architectural fees --</p> <p>17 architectural fees in having to prepare</p> <p>18 architectural plans for 27th Street. And if you</p> <p>19 look at the plans, the plans very clearly label the</p> <p>20 rooms as treatment rooms. So there's no confusion</p> <p>21 around that.</p> <p>22 So there were architectural fees and there</p> <p>23 was some legal fees, you know. Because if you're</p> <p>24 paying to negotiate a lease, you know, gotten a</p> <p>25 lease -- fees to negotiate one lease at 27th Street</p>


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<p style="text-align: right;">Page 261</p> <p>1 E. Brooks</p> <p>2 and then that fell through. And then to go and</p> <p>3 have to negotiate a lease for 15 West 39th Street.</p> <p>4 So there's some legal fees that we incurred as</p> <p>5 well.</p> <p>6 MS. TURNER: Okay. I think that's</p> <p>7 all I have.</p> <p>8 THE WITNESS: Okay.</p> <p>9 FURTHER EXAMINATION BY</p> <p>10 MR. MARGOLIS:</p> <p>11 Q. Just a quick redirect. You said you were</p> <p>12 in court yesterday. Is that another lawsuit that</p> <p>13 you're involved in right now?</p> <p>14 A. Yes.</p> <p>15 Q. Okay. Are you the plaintiff or the</p> <p>16 defendant?</p> <p>17 A. We're the defendant.</p> <p>18 Q. Okay. And what does that lawsuit involve?</p> <p>19 A. Staff member that we had to terminate that</p> <p>20 was leading a very large program that we operate</p> <p>21 under a contract with the city Department of Mental</p> <p>22 Health had got into a squabble with one of the</p> <p>23 subcontractors. And they had asked -- the</p> <p>24 subcontractor had asked her -- they were in a</p> <p>25 fight -- had asked her about a deduction in the --</p>	<p style="text-align: right;">Page 263</p> <p>1 E. Brooks</p> <p>2 settling. Okay. If we had consulted our insurance</p> <p>3 company, what would be the lawyer's fee and so</p> <p>4 forth in terms of -- and I felt it was -- that was</p> <p>5 kind of insulting, and the questioning how the</p> <p>6 person was terminated. Okay.</p> <p>7 I'm thinking at the time, maybe because of</p> <p>8 this case, that if I was a white director leading</p> <p>9 an agency, okay, when we started -- when I started</p> <p>10 C.C.M.S., it was 1983. There were 45 agencies --</p> <p>11 start-up agencies like ours. There are two of them</p> <p>12 left now, and we're one of the two. Okay. We've</p> <p>13 been a successful agency. Okay.</p> <p>14 And I thought that if I had been a white</p> <p>15 director, okay, with a background of running a very</p> <p>16 successful nonprofit agency, she would have not</p> <p>17 made the assumption -- she would have made the</p> <p>18 assumption that I was doing the right thing, that I</p> <p>19 had the qualifications to make a decision on the</p> <p>20 staff that I had hired. And I would have had the</p> <p>21 ability to evaluate the -- whether or not this</p> <p>22 makes sense from a business perspective for us to</p> <p>23 settle this. Okay? But she didn't. Okay. So I</p> <p>24 felt it was -- it was somewhat subtle.</p> <p>25 Q. Who is she, the judge?</p>
<p style="text-align: right;">Page 262</p> <p>1 E. Brooks</p> <p>2 that contract, which our staff interpreted as</p> <p>3 racist, okay. As racist. This might be funny.</p> <p>4 So I terminated her because I had hired</p> <p>5 her, and she worked with the agency three times and</p> <p>6 was a worker. But I made a mistake. It was the</p> <p>7 wrong role. This particular role requires some --</p> <p>8 a lot of maturity, you know, and dealing and not</p> <p>9 wanting to fight back even if she thought that the</p> <p>10 other person was being racist. You don't kind of</p> <p>11 go and shoot them or go and withhold information</p> <p>12 from them. It's inappropriate. Okay.</p> <p>13 So I terminated her, and she's suing the</p> <p>14 agency -- and suing me for terminating her because</p> <p>15 she had made a complaint about racism from another</p> <p>16 entity. The judge, they're trying to work out a</p> <p>17 settlement, okay, and we don't want to settle this</p> <p>18 because --</p> <p>19 MS. TURNER: Mr. Brooks, I'm just</p> <p>20 going to caution you talking about your</p> <p>21 case strategy on another case. It's</p> <p>22 unrelated to this.</p> <p>23 Q. You can finish your statement.</p> <p>24 A. I was trying to get to the judge asking,</p> <p>25 you know, if we had -- trying to make the case for</p>	<p style="text-align: right;">Page 264</p> <p>1 E. Brooks</p> <p>2 A. Yes.</p> <p>3 Q. And who was the judge?</p> <p>4 A. Judge Mann. She's a chief magistrate judge</p> <p>5 in the --</p> <p>6 Q. Southern district.</p> <p>7 A. -- court. Right. She's retiring.</p> <p>8 MR. MARGOLIS: Okay. Thank you. I</p> <p>9 think we're done.</p> <p>10 (Whereupon, a discussion was held</p> <p>11 off the record.)</p> <p>12 FURTHER EXAMINATION BY</p> <p>13 MR. CASE:</p> <p>14 Q. You testified about architectural plans</p> <p>15 that were prepared. Were those ever communicated</p> <p>16 to the board at 27th Street?</p> <p>17 A. You see, I want to say yes to that because</p> <p>18 I considered any information that we were giving to</p> <p>19 the landlord is given to the board, that he's</p> <p>20 consulting the board. When we wanted to do</p> <p>21 installation, okay, that he said let me check with</p> <p>22 the board. He then came back and said it's okay.</p> <p>23 We wanted to move in. He said no, no, let</p> <p>24 me check with the board. And they didn't give</p> <p>25 approval for that. Let's wait until we sign, we</p>

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<div>Page 265</div> <div><div>1E. Brooks</div><div>2get approval. So I'm thinking that any</div><div>3communications I'm having with Nigel is</div><div>4communicated with the board. We had separate --</div><div>5Q. Let me ask you this way: Did you</div><div>6communicate -- did you provide those plans to</div><div>7Nigel?</div><div>8A. Yes.</div><div>9Q. Do you recall approximately when? Was that</div><div>10before or after the interview, let's say?</div><div>11A. Oh, way before the interview.</div><div>12Q. Okay.</div><div>13A. It was -- it was --</div><div>14Q. Was it before or after you put in the</div><div>15application?</div><div>16A. It was before that.</div><div>17Q. Okay.</div><div>18A. It was way before that.</div><div>19Q. Okay.</div><div>20A. Can I further answer that? When we first</div><div>21looked at the space -- we first looked at the</div><div>22space, we brought the architect over with us</div><div>23because the architect immediately does what's</div><div>24called a test fit design. He'll take the floor</div><div>25plans and then look at inserting our clinic in</div></div>	<div>Page 267</div> <div><div>1</div><div>2Q. And you don't know whether or not Nigel</div><div>3gave them to the board?</div><div>4A. That's correct.</div><div>5MR. CASE: Okay. I have no further</div><div>6questions.</div><div>7(Time Noted: 5:44 p.m.)</div><div>8</div><div>9</div><div>10EMORY BROOKS</div><div>11</div><div>12Subscribed and sworn to before me</div><div>13this _____ day of _____ 20__.</div><div>14</div><div>15</div><div>16Notary Public</div><div>17</div><div>18</div><div>19</div><div>20</div><div>21</div><div>22</div><div>23</div><div>24</div><div>25</div></div>
<div>Page 266</div> <div><div>1E. Brooks</div><div>2terms of offices for (unintelligible) --</div><div>3(Reporter clarification.)</div><div>4A. So in the first two or three weeks, we'll</div><div>5get drawings of the space in terms of our clinic</div><div>6fitting in there. So -- and these were shared with</div><div>7the broker who then shared them with Nigel. I</div><div>8think I gave them to the broker.</div><div>9Q. You gave them to the broker?</div><div>10A. Yes.</div><div>11Q. So all you know is you gave them to the</div><div>12broker. You don't know whether the broker gave</div><div>13them to Nigel?</div><div>14A. That is correct.</div><div>15</div><div>16(Continued on next page to</div><div>17accommodate jurat.)</div><div>18</div><div>19</div><div>20</div><div>21</div><div>22</div><div>23</div><div>24</div><div>25</div></div>	<div>Page 268</div> <div><div>1</div><div>2I N D E X</div><div>3</div><div>4WITNESSEXAMINATION BYPAGE</div><div>5Emory BrooksMr. Margolis5, 261</div><div>6Mr. Case237, 264</div><div>7Ms. Turner243</div><div>8EXHIBITS</div><div>9DEFENDANTS'DESCRIPTIONPAGE</div><div>10ABrochure45</div><div>11BMulti-page document102</div><div>12CProprietary lease127</div><div>13DAn email151</div><div>14EAn email155</div><div>15FEmail thread167</div><div>16GSublet application170</div><div>17HEmail thread172</div><div>18IAN email174</div><div>19JSublease summary179</div><div>20KSublease181</div><div>21LEmail thread191</div><div>22MEmail thread197</div><div>23NAn email199</div><div>24OAn email228</div><div>25(Exhibits retained by Mr. Margolis.)</div></div>

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3	DESCRIPTION PAGE	3	ESQUIRE DEPOSITION SOLUTIONS, LLC.
4	Lease agreements for 115 West 31st Street 41	4	CASE NAME: C.C.M.S. v. OXFORD REALTY
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6	Notes taken during interview 149	6	WITNESS'S NAME: Emory Brooks
7	Response from Mr. Brooks to Ms. Lee to	7	PAGE LINE (S) CHANGE REASON
8	particular email 157	8	____ ____ ____ ____
9	Recorded voice message 159	9	____ ____ ____ ____
10	Lease for 15 West 39th Street with	10	____ ____ ____ ____
11	Mrs. Cheng 234	11	____ ____ ____ ____
12	Amount in legal fees paid to	12	____ ____ ____ ____
13	Tristan Loazon's firm 235	13	____ ____ ____ ____
14	Documents reflecting communications to	14	____ ____ ____ ____
15	Plaintiff from Shamash discussing	15	____ ____ ____ ____
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18	DESCRIPTION PAGE	18	____ ____ ____ ____
19	Date of Jean Goossen's death 39	19	
20	Rent paid to West 31st Street landlord 233	20	_____
21	during 7-month period	21	EMORY BROOKS
22	Attorney's fees incurred in this case 236	22	SUBSCRIBED AND SWORN TO BEFORE ME
23	RULINGS	23	THIS ____ DAY OF _____, 20__.
24	PAGE LINE QUESTIONING ATTORNEY	24	_____
25	94 13-14 Mr. Margolis	25	(NOTARY PUBLIC) MY COMMISSION EXPIRES:
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1			
2	C E R T I F I C A T E		
3			
4	I, TENEJA THWEATT, hereby certify that the		
5	Examination Before Trial of EMORY BROOKS was held		
6	before me on the 8th day of December, 2022; that		
7	said witness was duly sworn before the commencement		
8	of his testimony; that the testimony was taken		
9	stenographically by myself and then transcribed by		
10	myself; that the party was represented by counsel		
11	as appears herein; that the within transcript is a		
12	true record of the Examination Before Trial of said		
13	witness;		
14	That I am not connected by blood or		
15	marriage with any of the parties; that I am not		
16	interested directly or indirectly in the outcome of		
17	this matter; that I am not in the employ of any of		
18	the counsel.		
19	IN WITNESS WHEREOF, I have hereunto set my		
20	hand this 15th day of December, 2022.		
21			
22			
23	TENEJA THWEATT		
24			
25			